

GROUP EXHIBIT J-7

**COMMERCIAL PROPERTY
CP 01 40 07 06**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

COMMERCIAL PROPERTY
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CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G.**, Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section **B.**, Exclusions; or
 2. Limited in Section **C.**, Limitations;
- that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
 - (1) Electrical or electronic wire, device, appliance, system or network; or
 - (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or micro-waves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.

k. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
- (b) To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.

l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;
of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

- (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
 - (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
 - (5) Any other consequential loss.
- b. Leasehold Interest Coverage Form**
- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
 - (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph **B.1.a.**, Ordinance Or Law;
 - (b) Paragraph **B.1.c.**, Governmental Action;
 - (c) Paragraph **B.1.d.**, Nuclear Hazard;
 - (d) Paragraph **B.1.e.**, Utility Services; and
 - (e) Paragraph **B.1.f.**, War And Military Action.

- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property.

LOSS OR DAMAGE TO PRODUCTS

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

- a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

- b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

- c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or

- (2) Business Income Coverage or Extra Expense Coverage.

- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

- a. Animals, and then only if they are killed or their destruction is made necessary.

- b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

- (1) Glass; or

- (2) Containers of property held for sale.

- c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

- (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

- (2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

- a. \$2,500 for furs, fur garments and garments trimmed with fur.

- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

- c. \$2,500 for patterns, dies, molds and forms.

- d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (1) A cause of loss listed in **2.a.** or **2.b.**;
 - (2) One or more of the "specified causes of loss";
 - (3) Breakage of building glass;
 - (4) Weight of people or personal property; or
 - (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- b. Awnings, gutters and downspouts;
- c. Yard fixtures;
- d. Outdoor swimming pools;
- e. Fences;
- f. Piers, wharves and docks;
- g. Beach or diving platforms or appurtenances;
- h. Retaining walls; and
- i. Walks, roadways and other paved surfaces;

if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in D.1. through D.7.

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in E.2. and E.6. only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A "specified cause of loss" other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under E.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage – Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, **F.3.**, does not increase the Limit of Insurance.

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.

- b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

**COMMERCIAL PROPERTY
CP 10 32 08 08**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**

A. The exclusion in Paragraph **B.** replaces the **Water** Exclusion in this Coverage Part or Policy.

B. Water

- 1.** Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- 2.** Mudslide or mudflow;
- 3.** Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- 4.** Water under the ground surface pressing on, or flowing or seeping through:
 - a.** Foundations, walls, floors or paved surfaces;
 - b.** Basements, whether paved or not; or
 - c.** Doors, windows or other openings; or

- 5.** Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.**, **3.** or **4.**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **1.** through **5.**, is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs **1.** through **5.**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

This endorsement modifies insurance provided under the following:

Building and Personal Property Coverage Form CP 00 10
Causes of Loss – Special Form CP 10 30

CP-7130
(Ed. 11-15)

COMMERCIAL PROPERTY PLUS II ENDORSEMENT

Summary of Coverages

No coverage is provided by the summary of coverages below, nor can it be construed to replace any provisions of your policy or any endorsement attached thereto. You should read your policy, its endorsements, and any changes to your policy under this endorsement for complete information on coverages you are provided. If there is any conflict between the summary of coverages and your policy or the endorsements thereto, your policy and the endorsements will control.

Premises Boundary	1000 feet
Signs	Included as Covered Property
Debris Removal	\$50,000
Preservation of Property	60 days
Fire Department Service Charge	\$25,000
Pollutant Clean up and Removal	\$25,000
Building Ordinance or Law	
Coverage A	Included within Limit of Insurance
Coverage B	\$50,000
Coverage C	\$50,000
Electronic Data	\$25,000
Accounts Receivable On-Premises	\$50,000
Off-Premises	\$50,000
Arson or Theft Reward	\$25,000
Back- up of Sewers or Drains	\$25,000 subject to \$100,000 policy aggregate
Brands and Labels	\$25,000
Consequential Loss to Stock	\$50,000
Employee Theft and Forgery or Alteration	\$50,000
Employees Tools	\$10,000
Electronic Data Processing Equipment	\$25,000
Fine Arts	\$25,000
Fire Extinguisher Recharge Expense	\$10,000
Lock and Key Replacement	\$1,500 \$50 Special Deductible
Loss Adjustment Expenses	\$10,000
Money and Securities	\$25,000 Inside/Outside
Off-Premises Utility Service Failure	\$25,000
Theft Damage to Building	Included
Newly Acquired or Constructed Property	90 days
Building	The lesser of 25% of Building Limit or \$1,000,000

Business Personal Property	The lesser of 25% of BPP Limit or \$500,000
Personal Effects and Property of Others	\$25,000
Valuable Papers and Records (other than Electronic Data)	\$50,000
Property Off- Premises including Fairs, Trade Shows or Exhibitions	\$50,000
Salesperson's Samples	\$15,000
Laptops and other portable office equipment, territory worldwide	\$10,000
Outdoor Property	\$25,000, no more than \$1,000 for each tree, plant, or shrub
Spoilage due to Mechanical Breakdown	\$25,000
Patterns, Dies, Molds and Forms (Theft)	\$50,000
Property in Transit	\$50,000

COVERAGES

The terms and conditions of your policy are amended as indicated below. If Business Income and /or Extra Expense Coverage is endorsed to this policy, those coverages do not extend to this Enhancement Endorsement. Unless otherwise stated, the limits applicable to the Coverage Extensions and Additional Coverages are in addition to the Limits of Insurance described in the policy Declarations. The minimum policy deductible available for this enhancement Endorsement is \$500.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM (CP 0010) is amended as follows:

I. Premises Boundary

All provisions that limit the location of property to "within 100 feet" of specified premises are extended to "within 1000 feet" of the specified premises, unless otherwise indicated.

II. Signs

All provisions are revised to include signs, attached to building and not attached to building, as Covered Property, provided such signs would otherwise qualify as Covered Property under the policy.

III. Section A. Coverage, subsection 4. Additional Coverages, is amended as follows:

4.a. Debris Removal

The limit of coverage under item **4.a(4) Additional Coverages, Debris Removal**, is amended to an additional \$50,000 for each location in any one occurrence.

4.b. Preservation of Property

The limit of coverage under item **4.b (2) Additional Coverages, Preservation of Property**, is amended to a maximum of 60 days after the property is first moved.

4.c. Fire Department Service Charge

The limit of coverage under item **4.c paragraph 1, Additional Coverages, Fire Department Service Charge**, is amended to a maximum of \$25,000 per occurrence.

4.d. Pollutant Clean Up and Removal

The limit of coverage under item **4.d paragraph 3, Additional Coverages, Pollutant Clean Up and Removal**, is amended as follows:

The most we will pay under this Additional Coverage for each described premises is \$25,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

4.e Increased Cost of Construction is replaced by the following:

Building Ordinance or Law

Item 4.e., Additional Coverages, Increased Cost of Construction, is deleted and replaced by the following Building Ordinance or Law Coverage:

If there is an ordinance or law in effect at the time of loss that regulates zoning, land use, or construction of a covered building, and if enforcement of that ordinance or law effects the repair or rebuilding of that building following damage by a Covered Cause of Loss we will pay for:

1. Coverage A – Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage A for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage A is included within the Limit of Insurance shown in the Declarations as applicable to the covered building.

2. Coverage B – Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

The most we will pay under Coverage B is \$50,000 per occurrence

3. Coverage C – Increased Cost of Construction Coverage

- a.** With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- (1)** Repair or reconstruct damaged portions of that building; and/or
 - (2)** Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;
- when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- (1)** This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2)** We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to Increased Cost of Construction Coverage.

The most we will pay under coverage C is \$50,000 per occurrence.

- b.** When a building is damaged or destroyed and Coverage C applies to that building in accordance with 3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3.a.:

- (1)** The cost of excavating, grading, backfilling and filling;
- (2)** Foundation of the building;
- (3)** Pilings; and
- (4)** Underground pipes, flues and drains.

The items listed in **b.(1)** through **b.(4)** above are deleted from **SECTION A. COVERAGE, subsection 2. Property Not Covered**, but only with respect to the coverage described in this Provision, **3.b.**

We will not pay under Coverage A, B and/or C of this Additional Coverage:

1. The costs associated with the enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
2. The costs associated with the enforcement of any ordinance or law which requires any insured or other to test for, monitor or cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

4.f. Electronic Data

The limit of coverage under item **4.f.(4), Additional Coverages, Electronic Data**, is amended as follows:

The most we will pay under this Additional Coverage- Electronic Data is \$25,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations, or computer systems involved.

III. The following are ADDED to Section A. Coverage, subsection 4. Additional Coverages of the Building and Personal Property Coverage Form:

4.g. Accounts Receivable

- a. Under item **4.g. Additional Coverages, Accounts Receivable**, we will pay the following that result from Covered Causes of Loss to your records of accounts receivable located at the described premises shown in the Declarations:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable.

b. Exclusions

- (1) Section B., Exclusions - Cause of Loss -Special Form - does not apply to this Accounts Receivable Coverage, except for:

- (a) Paragraph B.1.c., Governmental Action;
- (b) Paragraph B.1.d., Nuclear Hazard;
- (c) Paragraph B.1.f., War and Military Action;

These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

- (2) We will not pay for loss or damage caused by or resulting from any of the following:

- (a) Dishonest or criminal acts by you, any of your partners, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

- (1) Acting alone or in collusion with others; or
- (2) Whether or not occurring during the hours of employment.

But this exclusion does not apply to a carrier for hire.

- (b) Alterations, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property. This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- (c) Bookkeeping, accounting or billing errors or omissions.
 - (d) Electrical or magnetic injury, disturbance or erasure of electronic recordings; but we will pay for direct loss or damage caused by lightning.
 - (e) Voluntary parting with any property by you or anyone else to whom you have entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - (f) Unauthorized instructions to transfer property to any person or to any place.
- (3) We will not pay for loss or damage that requires any audit of records or any inventory computation to prove its factual existence. However, where you establish wholly apart from such an audit or computation that you have sustained a loss, then you may offer your audit or records and inventory computation in support of the amount of loss claimed.
- (4) We will not pay for loss or damage caused by or resulting from any of the following:
- (a) Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph (1) above to produce the loss or damage.
 - (b) Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - (c) Faulty, inadequate or defective
 - i. Planning, zoning, development, surveying, siting;
 - ii. Design, specifications, workmanship, repair, construction, renovations or remodeling, grading, compaction;
 - iii. Material used in repair, construction, renovation or remodeling; or
 - iv. Maintenance;
 of part or all of any property on or off the described premises.
- But if an excluded cause of loss that is listed in (4) a. through (4) c. above results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

c. Preservation of Records

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage while they are:

- (1) At a safe place away from the described premises;
- (2) Being taken to and returned from that place.

This Coverage Extension is included within, and is not in addition to, the Limit of Insurance applicable to the premises from which the records of accounts receivable are removed.

d. Limits of Insurance

The most we will pay for loss or damage in any one occurrence is \$50,000.

For Accounts Receivable not at any premises described in this policy, the most we will pay is \$50,000.

4.h. Arson or Theft Reward

- a. Under item **4.h. Additional Coverages, Arson or Theft Reward**, we will pay a reward for information that leads to a criminal conviction in connection with loss or damage to covered property by a covered theft or fire loss. The most we will pay for loss or damage under this Additional Coverage is \$25,000 regardless of the number of people involved in providing information.

4.i. Back-up of Sewers or Drains

- a. Under item **4.i. Additional Coverages, Back-up of Sewers or Drains**, we will pay for direct loss caused by water that backs up through sewers or drains, or water that enters into and overflows from or within a sump pump, sump pump well or other type system designed to remove subsurface water which is drained from the foundation area.
- b. The most we will pay under this Extension is \$25,000 per occurrence, subject to a policy aggregate of \$100,000 per policy period

c. Section B., Exclusions Item g. (3) - Cause of Loss -Special Form- is replaced by the following:

- (3) Water that backs up from a sewer, drain or sump, except as provided by Additional Coverage 4.i (above) Back-up of Sewers or Drains.

4.j. Brands and Labels

- a. Under item **4.j Additional Coverages, Brands and Labels**, if covered Business Personal Property is damaged by a Covered Cause of Loss, we may take all or any part of the damaged property at an agreed or appraised value. If so, you may:
- (1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
 - (2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.
- b. We will pay reasonable costs you incur up to \$25,000 for your expenses for stamping or removing brands or labels. But the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

4.k. Consequential Loss to Stock

- a. Under item **4.k. Additional Coverages, Consequential Loss to Stock**, we will pay the reduction in value of the remaining parts of "stock" in process of manufacture when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" in process of manufacture at the described premises.
- b. In the application of the COINSURANCE Additional Condition, the value of "stock" in process of manufacture at any location to which this endorsement applies, includes the additional value that it represents in "stock" at other locations.
- c. The most we will pay under this Additional Coverage for each described premises is \$50,000.

4.l. Employee Theft and Forgery or Alteration

A. Insuring Agreements

Under item **4.l. Additional Coverages, Employee Theft and Forgery**, coverage is provided for the following Insuring Agreements;

1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

This coverage does not apply to any "employee" immediately upon discovery by you or any of your partners, officers, or directors not in collusion with the "employee"; of any theft or dishonest act committed by that "employee" before or after being employed by you.

2. Forgery or Alteration

- a. We will pay for loss resulting directly from "forgery" or unauthorized alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
- (1) Made or drawn by or drawn upon you; or
 - (2) Made or drawn by one acting as your agent;
- Or that are purported to have been so made or drawn.
- b. If you are sued for refusing to pay any instrument covered in Paragraph a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for reasonable legal expenses that you incur and pay in that defense. Such reasonable legal expenses shall be deemed to be part of the loss resulting from the "forgery" or unauthorized alteration giving rise to such legal expenses and shall be included in the Limit of Insurance set forth in paragraph B. of this Additional Coverage part.

B. Limit of Insurance: The most we will pay for loss or damage, including reasonable legal expense payments as provided under this Additional Coverage, in any one "occurrence" is \$50,000. All loss or damage caused by one or more "employees," or involving a single act or series of related acts, is considered one occurrence.

C. Exclusions

1. This Additional Coverage does not apply to:

a. Acts Committed By You, Your Partners or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

(1) You; or

(2) Any of your partners or "members";

Whether acting alone or in collusion with other persons.

b. Indirect Loss

Loss that is an indirect result of any act or "occurrence" covered by this Additional Coverage including, but not limited to, loss resulting from:

(1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".

(2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this Additional Coverage.

(3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this Additional Coverage. Item 4.r of this enhancement endorsement is not applicable to this section.

2. Insuring Agreement A.1. Does not apply to:

a. Employee Cancelled Under Prior Insurance

Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.

b. Inventory Shortages

Loss or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

c. Trading

Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

d. Warehouse Receipts

Loss resulting from fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

3. Insuring Agreement A.2. does not apply to:

Acts Of Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

a. Whether acting alone or in collusion with other persons; or

b. While performing services for you or otherwise.

4. Discovery

(1) We will pay for loss that you sustain through acts committed at any time and discovered by you during the policy period shown in the Declarations; or

- (2) Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this Additional Coverage has been or will be incurred, even though the exact amount or details of loss may not then be known. Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this Additional Coverage.

5. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Additional Coverage at any time during the policy period and up to 3 years afterward.

6. Definitions

- (1) "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- (2) "Occurrence" means:
- (a) As respects Insuring Agreement A.1., all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.
 - (b) As respects Insuring Agreement A.2., all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
- (3) "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.
- (4) "Theft" means the unlawful taking of "money", "securities" or "other property" to the deprivation of the Insured.

4.m. Employees Tools

- a. Under item **4.m. Additional Coverages, Employees Tools**, you may extend the insurance provided by this Coverage Form for direct physical loss or damage to covered property located at the premises described in the Declarations, to apply to tools owned by your "employees." Our payment for loss of or damage to "employees" tools will only be for the account of the owner of the property. The loss or damage must be caused by or result from a Covered Cause of Loss.
- b. The most we will pay for loss or damage under this Extension is \$10,000 for any one loss or damage, but not more than \$2,500 for such property owned by any one "employee."

4.n. Electronic Data Processing Equipment

- a. Under item **4.n. Additional Coverages, Electronic Data Processing Equipment**, you may extend the insurance provided by this Coverage Form for direct physical loss or damage to covered property located in a building described in the Declarations, which is limited to covered property that is your computer equipment, media, "electronic data" (as defined in the Property Not Covered Section of your policy) and programs which you own, lease or rent from others, or for which you are legally responsible, which is caused by any of the following Additional Covered Causes of Loss:

- (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force; and
- (2) Artificially generated electrical current, including electric arcing, that disturbs electrical devices or wires.

To the extent that "electronic data" is not replaced or restored, loss to "electronic data" will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.

In the event of a loss to your covered property specified herein caused by an Additional Covered Causes of Loss, we cover your additional loss expenses for the "period of restoration". Such additional loss expense shall be included within and not in addition to our limits of liability set forth in paragraph e. below.

- b. Coverage under this Extension includes:
- (1) Personal computers, electronic data processing and word processing equipment including their component parts;

(2) "Electronic data" as defined above; and

(3) Media on which data is stored

c. We do not cover:

(1) Equipment or media that is sold on an installment plan once it leaves your custody;

(2) Equipment or media that you rent to others while it is away from a described premises;

(3) Media that cannot be replaced;

(4) Program support documentation, flow charts, record formats or narrative descriptions unless this property has been converted to data form;

(5) Loss that results from an error or omission in programming or giving improper instructions to the equipment, except that this exclusion does not apply to loss caused by acts of computer hackers, computer viruses, trojan horses, worm, logic bombs or other malicious software;

(6) Loss caused by the suspension, lapse or cancellation of a lease, contract or order;

(7) Loss or damage caused by or resulting from magnetic injury, or similar disturbance that affects computers, programs, or electronic media and records.

(8) "Extra Expense" that results from the items listed above.

"Extra Expense" means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from any of the Additional Covered Causes of Loss set forth in this Additional Coverage.

d. For the purposes of this Coverage Extension only, the "period of restoration" means the period of time that:

(1) Begins with the date of direct physical loss or damage caused by or resulting from any Additional Covered Cause of Loss to the covered property specified above at the described premises; and

(2) Ends on the date when the electronic data processing equipment or media at the described premises is or reasonably could be repaired, rebuilt or replaced with reasonable speed and similar quality, regardless whether any or all lost "electronic data" has not been partially or fully repaired or replaced.

The "period of restoration" is not limited by the expiration date of this policy.

e. The most we will pay for loss or damage under this Extension is \$25,000 for any one loss to the covered property specified above caused by an Additional Covered Cause of Loss.

4.o. Fine Arts

a. Under item **4.o. Additional Coverages, Fine Arts**, you may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to objects of art, art glass windows, antique or period furniture, and other items that have artistic merit, antique value or historical worth owned by you, or in your care, custody or control, located at the premises described in the Declarations. We will not cover such property if held for sale, nor for loss or damage caused by repair, restoration or retouching. Loss or damage must be caused by or result from a Covered Cause of Loss.

b. If loss or damage occurs, we will pay the appraisal value. If you do not have an appraisal, we will pay your cost at the time of purchase.

c. Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

d. The most we will pay for loss or damage under this Fine Arts Coverage Extension is \$25,000 at each described premises.

4.p. Fire Extinguisher Recharge Expense

Under item **4.p. Additional Coverages, Fire Extinguisher Recharge Expense**, we will pay the lesser of the cost of recharging or replacing your fire extinguishers or fire extinguishing systems(including hydrostatic testing if needed), because they are discharged as a result of fighting a fire on or within 100 feet of your described premises or discharge is accidental or results from a malfunction of the fire equipment. The most we will pay under this Additional Coverage is \$10,000 in any one occurrence. Section I, Premises Boundary of this endorsement does not apply to the Additional Coverage provided by this paragraph 4.p.

4.q. Lock and Key Replacement

Under item **4.q. Additional Coverages, Lock and Key Replacement**, we will pay the expenses you incur for the replacement of locks and keys of Buildings which you own or occupy at premises described in the Declarations if keys are stolen. The most we will pay under this Additional Coverage is \$1,500 per occurrence. A Special Deductible of \$50 applies.

4.r. Loss Adjustment Expenses

Under item **4.r. Additional Coverages, Loss Adjustment Expenses**, you may extend the insurance provided by this Coverage Form to cover your expenses for preparation of loss data, including recording information, compiling inventories, or obtaining appraisals, that we require in connection with any claim covered under this policy, except for public adjusters hired by you. The most we will pay under this Extension is \$10,000 for any one loss.

4.s. Money and Securities

1. Under item 4.s. Additional Coverages, Money and Securities, we will pay for loss of:

- a. "money" and "securities" while located within the "premises" resulting directly from the following covered Causes of Loss:

- (1) Theft, meaning any act of stealing;

- (2) Disappearance; or

- (3) Destruction

provided such theft, disappearance or destruction is caused by the criminal removal from the "premises" or destruction of the "money" and "securities".

- b. "money" and "securities" resulting directly from any Covered Cause of Loss set forth in (a) above while outside the "premises" in the care and custody of an armored motor vehicle company. But, we will only pay for the amount of loss that you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and

- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

- c. "money" and "securities" resulting directly from any Covered Cause of Loss set forth in (a) above while in the care, custody and control of a "messenger".

Under this Additional Coverage, "premises" means the interior of that portion of any building shown in the policy Declarations, you occupy in conducting your business.

2. In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:

- a. Resulting from accounting or arithmetical errors or omissions;
- b. That requires any audits of records or any inventory computations to prove its factual existence. However, where you establish wholly apart from such audit or computations that you have sustained a loss, then you may offer your audit of records and inventory computation in support of the amount of loss claimed.
- c. Resulting from the giving or surrendering of property in any exchange or purchase;
- d. Of property contained in any money-operated device unless the amount of money deposited in it is recorded by a continuous recording instrument in the device.

- e. Resulting from any dishonest or criminal act committed by you or any of your employees, directors, trustees or authorized representatives:

- (1) Acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise.

- f. From damage to the described premises resulting from fire, however caused;

- g. Of covered property after it has been transferred or surrendered to a person or place outside the described premises;

- (1) On the basis of unauthorized instructions; or
- (2) As a result of a threat to do bodily injury to any person or damage to any property.

But this exclusion does not apply to loss of covered property while outside the described premises or "banking premises" in the care and custody of a "messenger" if you have knowledge of any threat at the time of the conveyance from the described premises or "banking premises" to the "messenger";

- h. From damage to the described premises or its exterior;

- i. Resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

- 3. The most we will pay for loss in any one occurrence is:

- a. \$25,000 for Inside the Premises for "money" and "securities" while inside the insured premises described in the policy Declarations; or
- b. \$25,000 for Outside the Premises for "money" and "securities" in the care and custody of a "messenger" or the armored motor vehicle company.

- 4. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

- 5. Definitions

"Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.

"Messenger" means you, a relative of yours, or any of your partners, "members", "managers" or any "employee" while having care and custody of property outside the "premises".

4.t. Off Premises Utility Service Failure

Under item **4.t. Additional Coverages, Off Premises Utility Service Failure**, we will pay for direct physical loss or damage to Covered Property that is caused by:

- 1. The interruption of utility service to the premises described in the policy Declarations. This interruption of utility service must result from direct physical loss or damage by a Covered Cause of Loss to the following property located off the premises described in the policy Declarations:
 - a. Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (1) Pumping stations; and
 - (2) Water mains.
 - b. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (1) Communication transmission lines, including optic fiber transmission lines;
 - (2) Coaxial cables; and
 - (3) Microwave radio relays except satellites.

Communication Supply Services do not include overhead transmission lines.
 - c. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (1) Utility generating plants;
 - (2) Switching stations;

(3) Substations; and

(4) Transformers

Power Supply Services do not include overhead transmission lines.

Coverage under item **4.t. Additional Coverages, Off Premises Utility Service Failure** does not apply to loss or damage to electronic data, including destruction or corruption of electronic data.

2. We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power;
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
- c. The inability of an electrical utility company to or other power source to provide sufficient power due to lack of fuel or governmental order;
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; or
- e. Breaking of any glass that is a permanent part of any refrigeration, cooling or humidity control unit.

The most we will pay under this Extension is \$25,000 for any one occurrence.

4.u. Theft Damage to Building

Under item **4.u. Additional Coverages, Theft Damage to Building**, we will pay for damage caused directly by burglary, theft or attempted burglary or theft to:

- a. That part of any building described in the policy Declarations containing your Business Personal Property; or
- b. Equipment within that building used to maintain or service the building.

We will not pay for damage caused by fire or explosion.

This Coverage Extension is included within, and is not in addition to, the Limit of Insurance applicable to the location described in the Declarations.

VI. Section A. Coverage, Subsection 5. – Coverage Extensions of the Building and Personal Property Coverage Form are amended as follows:

5.a. Newly Acquired or Constructed Property

We will extend coverage in accordance with item **5.a. Coverage Extension, Newly Acquired or Constructed Property**, except that:

- (1) The most we will pay at each newly acquired location for loss or damage to your Building under this extension is increased to the lesser of 25% of your Building limit or \$1,000,000 at each location.
- (2) The most we will pay at each newly acquired location for loss or damage under this extension for Your Business Personal Property is increased to the lesser of 25% of your Building Personal Property limit or \$500,000 at each location.
- (3) The maximum days under paragraph (3)(b) is increased to 90 days.

5.b. Personal Effects and Property of Others

The maximum amount for each described premises under item **5.b. Coverage Extensions, Personal Effects and Property of Others** does not apply. The most we will pay for loss or damage under this Extension is \$25,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. This extension does not apply to tools owned by your “employees”.

5.c. Valuable Papers and Records (other than Electronic Data)

The maximum amount for each described premises under item **5.c.(4), Coverage Extensions, Valuable Papers and Records (other than Electronic Data)** does not apply. The most that we will pay under this extension is \$50,000 at each described premises.

5.d. Property Off-Premises

1. The most we will pay for loss or damage under item **5.d., Coverage Extensions, Property Off-Premises**, is amended to \$50,000, except that the most we will pay for loss of or to laptops and portable office equipment is \$10,000. For purposes of this extension, the coverage territory with respects to laptops and portable office equipment only is amended to worldwide.
2. You may extend this insurance provided by this Coverage Extension to include Business Personal Property, other than "stock," in a salesperson's care, custody or control. This extension also applies to Covered Property in or on a vehicle while in a salesperson's care, custody and control unless coverage is provided under Part VII, Paragraph F of this endorsement in which event Paragraph F of Part VII shall control. The most we will pay under this extension is \$15,000.

5.e. Outdoor Property

Item **5.e. Coverage Extensions, Outdoor Property**, is replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to the following property:

- a. Your outdoor fences, retaining walls, light poles, and flag poles that are not part of a building.
- b. Your outdoor radio, television, satellite, dish-type or other antennas, including their masts, towers, lead-in and support wiring.
- c. Your outdoor trees, shrubs and plants that are not "stock."

The most we will pay is \$25,000 in any one occurrence, but not more than \$1,000 for any one tree, shrub or plant.

VII. Cause of Loss-Special Form CP 1030 is amended as follows:

Under item **B.2.d.(6) Cause of Loss – Special Form, Exclusions**, mechanical breakdown is amended to read as follows:

Mechanical Breakdown or mechanical failure, including rupture or bursting caused by centrifugal force. But if spoilage to "perishable stock" results, we will pay for that resulting loss or damage due to direct physical loss arising from mechanical breakdown or mechanical failure. If mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision. The most we will pay under this Extension is \$25,000.

Under this Additional Coverage "perishable stock" means property:

- a. maintained under controlled temperature or humidity conditions for preservation; and
- b. susceptible to loss or damage if the controlled temperature or humidity conditions change.

Mechanical Breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

C. Limitations

Paragraph **3.c.** of **C. Limitations** is replaced by the following:

- 3.c.** \$10,000 for patterns, dies, molds and forms.

F. Additional Coverage Extensions is amended as follows:

Paragraph **1.a.** of **F. Additional Coverage Extensions, Property in Transit**, is amended to delete the exception for property in the care, custody or control of your salespersons.

Paragraph **1.c.** of **F. Additional Coverage Extensions, Property in Transit**, is replaced by the following:

- c. The most we will pay for loss or damage under this Extension is \$50,000

VIII. Additional Conditions

The following Additional Conditions are added to all coverages provided under this Coverage Enhancement:

- a.** Coverage afforded the insured under this Coverage Enhancement will be excess over any other valid and collectible insurance available to the insured.

b. Non-Cumulation Of Limit Of Insurance

Regardless of the number of years this Enhancement Endorsement remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or policy period to policy period.

IX. Additional Definitions

1. "Employee":

a. "Employee" means:

(1) Any natural person:

- (a)** While in your service or for 30 days after termination of service;
- (b)** Who you compensate directly by salary, wages or commissions; and
- (c)** Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

- (a)** To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
- (b)** To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises" ;

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;

(4) Any natural person who is:

- (a)** A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan(s) " insured under this policy; and
- (b)** Your director or trustee while that person is handling "funds" or "other property" of any "employee benefit plan(s) " insured under this policy;

(5) Any natural person who is a former "employee", director, partner, "member", "manager", representative or trustee retained as a consultant while performing services for you; or

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".

b. "Employee" does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or**
- (2) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".**

2. "Manager" means a person serving in a directorial capacity for a limited liability company.

3. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

4. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
5. "Operations" means your business activities occurring at the described premises.
6. "Premises" means the interior of that portion of any building you occupy in conducting your business.
7. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

Except as amended herein, all of the terms and conditions of your policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE (Including Electronic Circuitry Impairment)

This endorsement modifies insurance provided under the following:

Building And Personal Property Coverage Form
Causes Of Loss – Basic Form
Causes Of Loss – Broad Form
Causes Of Loss – Special Form

THE FOLLOWING IS ADDED AS AN ADDITIONAL COVERAGE TO THE CAUSES OF LOSS – BASIC FORM, BROAD FORM OR SPECIAL FORM.

A. ADDITIONAL COVERAGE – EQUIPMENT BREAKDOWN

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below. Without an “accident” or “electronic circuitry impairment”, there is no Equipment Breakdown Coverage.

1. We will pay for direct physical damage to Covered Property that is the direct result of an “accident” or “electronic circuitry impairment”. We will consider “electronic circuitry impairment” to be physical damage to “covered equipment”.
2. Unless otherwise shown in the “schedule”, the following coverages also apply to the direct result of an “accident” or “electronic circuitry impairment”. However, with respect to coverage **2.i. Service Interruption** below and any Dependent Properties coverage provided by this coverage part, coverage will apply only to the direct result of an “accident” and will not apply to the direct result of an “electronic circuitry impairment”. These coverages do not provide additional amounts of insurance.

a. Business Income and Extra Expense

- (1) Any insurance provided under the coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. However, if a deductible is shown in the “schedule”, then with respect to this endorsement only, the “period of restoration” will begin immediately after the “accident” or “electronic circuitry impairment”, and the deductible shown in the “schedule” will apply.
- (2) The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, unless otherwise shown in the “schedule”.

b. Data Restoration

- (1) We will pay for your reasonable and necessary cost to research, replace and restore lost “data”.
- (2) The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$250,000 unless otherwise shown in the “schedule”.

c. Expediting Expenses

- (1) With respect to your damaged Covered Property, we will pay the reasonable extra cost to:
 - (a) Make temporary repairs; and
 - (b) Expedite permanent repairs or permanent replacement.
- (2) The most we will pay for loss or expense under this coverage is \$250,000 unless otherwise shown in the “schedule”.

d. “Fungus”, Wet Rot, Dry Rot And Bacteria

- (1) We will pay your additional cost to repair or replace Covered Property because of contamination by “fungus”, wet rot, dry rot or bacteria. This includes the additional costs to clean up or dispose of such property. This does not include spoilage of personal property that is “perishable goods” to the extent that such spoilage is covered under Spoilage coverage.
- (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no “fungus”, wet rot, dry rot or bacteria been involved.
- (3) We will also pay the cost of testing performed after repair or replacement of the damaged Covered Property is completed only to the extent that there is reason to believe there is the presence of “fungus”, wet rot, dry rot or bacteria.

- (4) This coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.
- (5) The most we will pay in any "one equipment breakdown" for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$15,000 unless otherwise shown in the "schedule" even if the "fungus", wet rot, dry rot or bacteria continues to be present or active or recurs in a later policy period.

e. Hazardous Substances

- (1) We will pay your additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional expenses to clean up or dispose of such property.
- (2) This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in **2.j.(1)(b)** below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.
- (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$250,000 unless otherwise shown in the "schedule".

f. Off Premises Equipment Breakdown

- (1) We will pay for physical damage to transportable "covered equipment" that, at the time of the "accident" or "electronic circuitry impairment", is not at a covered location. As respects this Off Premises Equipment Breakdown coverage only, the "accident" or "electronic circuitry impairment" may occur in any country except one in which the United States has imposed sanctions, embargoes or similar restrictions on the provision of insurance.
- (2) We will also pay for your reasonable and necessary cost to research, replace and restore lost "data" contained within "covered equipment" as described under **(1)** above. This amount may not exceed the limit applicable to Data Restoration coverage.
- (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, and Data Restoration as described in **(2)** above is the limit for Property Off-Premises coverage, shown in your policy, unless otherwise shown in the "schedule".

g. Public Relations

- (1) This coverage only applies if you have sustained an actual loss of Business Income covered under this endorsement.
- (2) We will pay for your reasonable costs for professional services to create and disseminate communications, when the need for such communications arises directly from the interruption of your business. This communication must be directed to one or more of the following:
 - (a) The media;
 - (b) The public; or
 - (c) Your customers, clients or members.
- (3) Such costs must be incurred during the "period of restoration" or up to 30 days after the "period of restoration" has ended.
- (4) The most we will pay for loss or expense under this coverage is \$5,000.

h. Resultant Damage to Animals

- (1) Any insurance provided under the coverage part for "animals" is extended to the coverage provided by this endorsement.
- (2) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$25,000.

i. Service Interruption

- (1) Any insurance provided for Business Income, Extra Expense, Data Restoration or Spoilage is extended to apply to your loss, damage or expense caused by a failure or disruption of service. The failure or disruption of service must be caused by an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, Internet access, telecommunications services, "cloud computing services", wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.
- (2) "Cloud computing services" must be provided by a professional provider with whom you have a contract.
- (3) With respect to the Data Restoration portion of this Service Interruption coverage, coverage will also apply to "data" stored in the equipment of a provider of "cloud computing services".

- (4) Unless otherwise shown in the "schedule", any insurance provided for Business Income or Data Restoration will not apply under this Service Interruption coverage unless the failure or disruption of service exceeds 24 hours immediately following the "accident". If the interruption exceeds 24 hours, coverage will begin at the time of the disruption, and the applicable deductible will apply.
- (5) The most we will pay in any "one equipment breakdown" for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense, Data Restoration or Spoilage, except that if a limit is shown in the "schedule" for Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.

j. Spoilage

- (1) We will pay for:
 - (a) Physical damage to "perishable goods" due to spoilage;
 - (b) Physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
 - (c) Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- (2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident" or "electronic circuitry impairment", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.
- (3) The most we will pay for loss, damage or expense under this coverage is \$250,000 unless otherwise shown in the "schedule".

3. EXCLUSIONS

All exclusions in the applicable Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this endorsement.

a. The following exclusions are modified:

- (1) If the Causes of Loss – Basic Form or Causes of Loss – Broad Form applies, the following is added to Exclusion **B.2.**:
Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. However, if an "accident" or "electronic circuitry impairment" results, we will pay for the resulting loss, damage or expense caused by that "accident" or "electronic circuitry impairment".
- (2) If the Causes of Loss – Special Form applies, with respect to this endorsement only, the last paragraph of Exclusion **B.2.d.** is deleted and replaced with the following:
But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in an "accident" or "electronic circuitry impairment", we will pay for the loss, damage or expense caused by that "accident" or "electronic circuitry impairment".

b. The following exclusions are added:

- (1) We will not pay for loss, damage or expense caused directly or indirectly by any of the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment":
 - (a) Fire, including smoke from a fire;
 - (b) Explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere;
 - (c) Any other explosion, except as specifically covered under this endorsement;
 - (d) Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, earth sinking, tsunami or volcanic action;
 - (e) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; or water that backs up or overflows from a sewer, drain or sump. However, if electrical "covered equipment" requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies; or
 - (f) Vandalism.
- (2) Coverage under this endorsement does not apply to an "accident" or "electronic circuitry impairment" caused by or resulting from:
 - (a) Lightning;
 - (b) Windstorm or hail. However this exclusion does not apply when:
 - i. "Covered equipment" located within a building or structure suffers an "accident" or "electronic circuitry impairment" that results from wind-blown rain, snow, sand or dust; and
 - ii. The building or structure did not first sustain wind or hail damage to its roof or walls through which the rain, snow, sand or dust entered.
 - (c) Smoke; aircraft or vehicles; riot or civil commotion; sprinkler leakage; elevator collision;

- (d) Breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse or molten material;
- (e) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or
- (f) Water or other means used to extinguish a fire.
- (3) With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for:
 - (a) Loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business; or
 - (b) Any increase in loss resulting from an agreement between you and your customer or supplier.
- (4) Except as specifically provided under **A.2.d. "Fungus", Wet Rot, Dry Rot And Bacteria** coverage we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment": Any "fungus", wet rot, dry rot or bacteria, including any presence, growth, proliferation, spread or any activity of "fungus", wet rot, dry rot or bacteria. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such "fungus", wet rot, dry rot or bacteria. However, this exclusion does not apply to spoilage of personal property that is "perishable goods", to the extent that such spoilage is covered under Spoilage coverage.
- (5) Except as specifically provided under **A.2.b., Data Restoration**, or **A.2.h. Resultant Damage to Animals**, we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment":
 - (a) Physical loss or damage to "animals";
 - (b) Loss, interruption or compromise of any research, test or study involving "animals"; or
 - (c) Loss of income or extra expense resulting from (a) or (b) above.
- c. Exclusions **b.(2)(a)**, **b.(2)(b)**, **b.(2)(c)** and **b.(2)(d)** above shall not apply if:
 - (1) The excluded cause of loss occurs away from any covered location and causes an electrical surge or other electrical disturbance;
 - (2) Such surge or disturbance is transmitted through utility service transmission lines to the covered location and results in an "accident" or "electronic circuitry impairment"; and
 - (3) The loss, damage or expense caused by such surge or disturbance is not covered elsewhere under the policy.
- d. Any cause of loss set forth in exclusion **b.(2)(d)** above that is not a Covered Cause of Loss in this coverage part shall be excluded only as respects Service Interruption coverage.

4. DEFINITIONS

The following definitions are added with respect to this endorsement only:

- a. "Accident"
 - (1) "Accident" means a fortuitous event that causes direct physical damage to "covered equipment". The event must be one of the following:
 - (a) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - (b) Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - (c) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - (d) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - (e) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
 - (2) None of the following is an "accident":
 - (a) Defect, programming error, programming limitation, computer virus, malicious code, loss of "data", loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind; or
 - (b) Misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident".
- b. "Animal" means any creature of the kingdom Animalia. This includes, but is not limited to, amphibians, birds, fish, insects, mammals, reptiles, and worms.
- c. "Boilers and vessels" means:
 - (1) Any boiler, including attached steam, condensate and feedwater piping; and
 - (2) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in the "schedule".

- d. "Cloud computing services" means professional, on-demand, self-service data storage or data processing services provided through the Internet or over telecommunications lines. This includes services known as IaaS (infrastructure as a service), PaaS (platform as a service), SaaS (software as a service) and NaaS (network as a service). This includes business models known as public clouds, community clouds and hybrid clouds. "Cloud computing services" include private clouds if such services are owned and operated by a third party.
- e. "Covered equipment"
 - (1) "Covered equipment" means, unless otherwise specified in the "schedule", Covered Property:
 - (a) That generates, transmits or utilizes energy; or
 - (b) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents. "Covered equipment" may utilize conventional design and technology or new or newly commercialized design and technology.
 - (2) None of the following is "covered equipment":
 - (a) Structure, foundation, cabinet or compartment;
 - (b) Insulating or refractory material;
 - (c) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
 - (d) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - (e) "Vehicle" or any equipment mounted on a "vehicle";
 - (f) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
 - (g) Dragline, excavation or construction equipment; or
 - (h) Equipment manufactured by you for sale.
- f. "Data" means information or instructions stored in digital code capable of being processed by machinery.
- g. "Electronic circuitry" means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips and disk drives.
- h. "Electronic circuitry impairment"
 - (1) "Electronic circuitry impairment" means a fortuitous event involving "electronic circuitry" within "covered equipment" that causes the "covered equipment" to suddenly lose its ability to function as it had been functioning immediately before such event. This definition is subject to the conditions specified in (2), (3) and (4) below.
 - (2) We shall determine that the reasonable and appropriate remedy to restore such "covered equipment's" ability to function is the replacement of one or more "electronic circuitry" components of the "covered equipment".
 - (3) The "covered equipment" must be owned or leased by you, or operated under your control.
 - (4) None of the following is an "electronic circuitry impairment":
 - (a) Any condition that can be reasonably remedied by:
 - i. Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
 - ii. Rebooting, reloading or updating software or firmware; or
 - iii. Providing necessary power or supply.
 - (b) Any condition caused by or related to:
 - i. Incompatibility of the "covered equipment" with any software or equipment installed, introduced or networked within the prior 30 days; or
 - ii. Insufficient size, capability or capacity of the "covered equipment".
 - (c) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.
- i. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
- j. "Media" means material on which "data" is recorded, such as solid state drives, hard disks, optical disks, flash drives, magnetic tapes or floppy disks.
- k. "One equipment breakdown" means: If an initial "accident" or "electronic circuitry impairment" causes other "accidents" or "electronic circuitry impairments", all will be considered "one equipment breakdown". All "accidents" or "electronic circuitry impairments" that are the result of the same "accident" or "electronic circuitry impairment" will be considered "one equipment breakdown".
- l. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- m. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machine or apparatus. However, "production machinery" does not mean any boiler, or fired or unfired pressure vessel. This term does not appear elsewhere in this endorsement, but may appear in the "schedule".

- n. "Schedule" means the Equipment Breakdown Coverage Schedule
- o. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to: car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle".

B. THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM IS MODIFIED AS FOLLOWS.

The definitions stated above also apply to section **B.** of this endorsement.

1. DEDUCTIBLE

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in the "schedule". If a separate Equipment Breakdown deductible is shown, the following applies.

Only as regards Equipment Breakdown Coverage, provision **D. DEDUCTIBLE** is deleted and replaced with the following:

a. Deductibles for Each Coverage

- (1) Unless the "schedule" indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one equipment breakdown".
- (2) We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the "schedule". We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
- (3) If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one equipment breakdown", only the highest deductible for each coverage will apply.

b. Direct and Indirect Coverages

- (1) Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the "schedule".
- (2) Unless more specifically indicated in the "schedule":
 - (a) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
 - (b) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

c. Application of Deductibles

(1) Dollar Deductibles

We will not pay for loss, damage or expense resulting from any "one equipment breakdown" until the amount of loss, damage or expense exceeds the applicable deductible shown in the "schedule". We will then pay the amount of loss, damage or expense in excess of the applicable deductible or deductibles, up to the applicable Limit of Insurance.

(2) Time Deductible

If a time deductible is shown in the "schedule", we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident" or "electronic circuitry impairment". If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

(3) Multiple of Average Daily Value (ADV)

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" or "electronic circuitry impairment" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or "electronic circuitry impairment" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration". The number indicated in the "schedule" will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

(4) Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

2. CONDITIONS

- a. The following conditions are in addition to the Conditions in the Building and Personal Property Coverage Form, the Commercial Property Conditions and the Common Policy Conditions.

(1) Suspension

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" or "electronic circuitry impairment" to that "covered equipment". This can be done by mailing or delivering a written notice of suspension to:

- (a) Your last known address; or
- (b) The address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment". If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

(2) Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

(3) Coinsurance

If a coinsurance percentage is shown in the "schedule" for specified coverages, the following condition applies. We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location.

(4) Non-Duplication of Coverage

If another endorsement is also attached to your policy which, to any extent, affords Coverage for loss or damage to Covered Property caused by or resulting from an "accident," the Coverage afforded by such other endorsement for such loss or damage is replaced by this endorsement and subject to all the terms of this endorsement.

- b. As respects this endorsement only, the Valuation Condition in the Building and Personal Property Coverage Form is deleted and replaced with the following:

Valuation

We will determine the value of Covered Property as follows:

- (1) Except as specified otherwise, our payment for damaged Covered Property will be the smallest of:

- (a) The cost to repair the damaged property;
- (b) The cost to replace the damaged property on the same site; or
- (c) The amount you actually spend that is necessary to repair or replace the damaged property.

- (2) The amount of our payment will be based on the most cost-effective means to replace the function, capacity and remaining useful life of the damaged property. This may include the use of generic, used or reconditioned parts, equipment or property.

- (3) Except as described in (4) below, you must pay the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.

- (4) Environmental, Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "accident" or "electronic circuitry impairment", we will pay your additional cost to replace with equipment that is better for the environment, safer for people or more energy or water efficient than the equipment being replaced. However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This provision does not apply to the replacement of component parts or to any property to which Actual Cash Value applies and does not increase any of the applicable limits.

- (5) The following property will be valued on an Actual Cash Value basis:

- (a) Any property that does not currently serve a useful or necessary function for you;
- (b) Any Covered Property that you do not repair or replace within 24 months after the date of the "accident" or "electronic circuitry impairment"; and
- (c) Any Covered Property for which Actual Cash Value coverage is specified in the "schedule".

Actual Cash Value includes deductions for depreciation.

- (6) If any one of the following conditions is met, property held for sale by you will be valued at the sales price as if no loss or damage had occurred, less any discounts and expenses that otherwise would have applied:

 - (a) The property was manufactured by you;
 - (b) The sales price of the property is less than the replacement cost of the property; or
 - (c) You are unable to replace the property before its anticipated sale.
- (7) Except as specifically provided for under Data Restoration coverage, “data” and “media” will be valued on the following basis:

 - (a) For mass-produced and commercially available software, at the replacement cost.
 - (b) For all other “data” and “media”, at the cost of blank “media” for reproducing the records. We will not pay for “data” representing financial records based on the face value of such records.

The most we will pay for loss, damage or expense under this endorsement arising from any “one equipment breakdown” is the applicable Limit of Insurance in the Declarations unless otherwise shown in the “schedule”. Coverage provided under this endorsement does not provide an additional amount of insurance.

**COMMERCIAL PROPERTY
CP 99 03 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY**

- A.** When this endorsement is attached to the Standard Property Policy, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.
- B. Property Not Covered** is amended as follows:
"Cannabis" is added to **Property Not Covered**.
- C.** For the purpose of this endorsement, when Business Income (And Extra Expense) Coverage Form **CP 00 30**, Business Income (Without Extra Expense) Coverage Form **CP 00 32** and/or Extra Expense Coverage Form **CP 00 50** are indicated in the Declarations as being provided under this Policy, coverage under this Policy does not apply to that part of Business Income loss and/or Extra Expense incurred, due to a "suspension" of your "operations", which is attributable to the design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis".
- D.** For the purpose of this endorsement, the following definition is added:
"Cannabis":
1. Means:
Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.
- 2.** Paragraph **D.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:
a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
b. Any compound, by-product, extract, derivative, mixture or combination, such as:
(1) Resin, oil or wax;
(2) Hash or hemp; or
(3) Infused liquid or edible cannabis;
whether or not derived from any plant or part of any plant set forth in Paragraph **D.2.a.**

IL 00 03 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

IL 00 03 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL 00 23 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

IL 01 11 11 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

A. The following exclusion and related provisions are added:

1. We will not pay for loss or damage arising out of any act committed:
 - a. By or at the direction of any insured; and
 - b. With the intent to cause a loss.
2. However, this exclusion will not apply to deny payment to a co-insured who did not cooperate in or contribute to the creation of the loss if the loss arose out of domestic violence.
3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's insurable interest in the property. In no event will we pay more than the Limit of Insurance.

To the extent that the Concealment, Misrepresentation Or Fraud Condition conflicts with the provisions of Paragraph **A.2.** above, the provisions of **A.2.** will apply.

B. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If we pay a co-insured for loss arising out of an act of domestic violence by another insured, the rights of the co-insured, who did not cooperate in or contribute to the creation of the loss, to recover damages from the perpetrator of domestic violence are transferred to us to the extent of our payment. Following the loss, the co-insured who did not cooperate in or contribute to the loss may not waive such rights to recover against the perpetrator of domestic violence.

IL 01 41 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under New Jersey law.

B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

- 1.** Individual Named Insured by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of such Named Insured's household, including a ward or foster child; or
- 2.** Individual named in the Schedule by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.

C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under New Jersey law, who is a resident of your household, including a ward or foster child.

IL 01 66 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

IL 01 72 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PENNSYLVANIA CHANGES**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 FARM COVERAGE PART

A. For insurance provided under the:

Boiler and Machinery Coverage Part
 Capital Assets Program (Output Policy) Coverage Part
 Commercial Inland Marine Coverage Part
 Commercial Crime Coverage Part
 Commercial Property Coverage Part

The **TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY** Common Policy Condition is replaced by the following:

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

If you die, this Coverage Part will remain in effect as provided in 1. or 2. below, whichever is later:

1. For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
2. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

B. For insurance provided under the:

Capital Assets Program (Output Policy) Coverage Part

Commercial Inland Marine Coverage Part
 Commercial Property Coverage Part
 Farm Coverage Part

The following is added to the **LOSS PAYMENT** Loss Condition and supersedes any provision to the contrary:

NOTICE OF ACCEPTANCE OR DENIAL OF CLAIM

1. Except as provided in 3. below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

- a. Accept your claim;
- b. Deny your claim; or
- c. Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

2. If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in 1.c. above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.
3. The notice procedures in 1. and 2. above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.

IL 01 83 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – FRAUD

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE
FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM

The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

FRAUD

We do not provide coverage for any insured ("insured") who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss ("loss") or damage for which coverage is sought under this policy.

However, with respect to insurance provided under the COMMERCIAL AUTOMOBILE COVERAGE PART, we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

IL 02 07 12 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**MARYLAND CHANGES**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The **Cancellation** Common Policy Condition is amended as follows:
- 1.** Paragraphs **2.** and **3.** are replaced by the following:
 - a.** When this Policy has been in effect for 45 days or less and is not a renewal policy, we may cancel this Policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation, stating the reason for cancellation, at least:
 - (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (2)** 15 days before the effective date of cancellation if we cancel because the risk does not meet our underwriting standards.
 - b.** When this Policy has been in effect for more than 45 days or is a renewal policy, we may cancel this Policy by mailing to the first Named Insured at the last mailing address known to us written notice of cancellation at least:
 - (1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (2)** 45 days before the effective date of cancellation if we cancel for a permissible reason other than nonpayment of premium, stating the reason for cancellation. Under this Paragraph **(2)**, we may cancel only for one or more of the following reasons:
 - (a)** When there exists material misrepresentation or fraud in connection with the application, policy, or presentation of a claim.
 - (b)** A change in the condition of the risk that results in an increase in the hazard insured against.
 - (c)** A matter or issue related to the risk that constitutes a threat to public safety.

If we cancel pursuant to Paragraph **b.(2)**, you may request additional information on the reason for cancellation within 30 days from the date of our notice.
 - 2.** Paragraph **5.** is replaced by the following:

If this Policy is cancelled, we will send the first Named Insured any premium refund due.

 - a.** The refund will be pro rata if:
 - (1)** We cancel; or
 - (2)** The Policy is not a renewal policy, and the first Named Insured cancels upon receiving written notice that we recalculated the premium based on the discovery of a material risk factor during the first 45 days the Policy has been in effect.

- b. If the first Named Insured cancels, other than the cancellation described in Paragraph **a.(2)**, the refund will be calculated as follows:

(1) Policies Written For One Year Or Less

We will refund 90% of the pro rata unearned premium.

(2) Policies Written For More Than One Year

- (a) If the Policy is cancelled in the first year, we will refund 90% of the pro rata unearned premium for the first year, plus the full annual premium for subsequent years.

- (b) If the Policy is cancelled after the first year, we will refund the pro rata unearned premium.

(3) Continuous And Annual Premium Payment Policies

We will refund 90% of the pro rata unearned premium for the year in which the Policy is cancelled.

We will retain the minimum premium, except if the Policy is cancelled as of the inception date.

However, if this Policy is financed by a premium finance company and we or the premium finance company or the first Named Insured cancels the Policy, the refund will consist of the gross unearned premium computed pro rata, excluding any expense constant, administrative fee or nonrefundable charge filed with and approved by the insurance commissioner.

The cancellation will be effective even if we have not made or offered a refund.

- C.** Paragraph **6.** of the **Cancellation** Common Policy Condition is replaced by the following, except as provided in Paragraph **D.** of this endorsement.

We will send notice of cancellation to the first Named Insured by a "first-class mail tracking method" if:

- a. We cancel for nonpayment of premium; or
- b. This Policy is not a renewal of a policy we issued and has been in effect for 45 days or less.

We will send notice to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service if we cancel for a reason other than nonpayment of premium and this Policy:

- a. Is a renewal of a policy we issued; or
- b. Has been in effect for more than 45 days.

We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.

- D.** With respect to the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, Paragraph **6.** of the **Cancellation** Common Policy Condition is replaced by the following:

We will send notice to the first Named Insured by a "first-class mail tracking method" if we cancel the Policy. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service. Proof of mailing will be sufficient proof of notice.

- E.** The following condition is added, except as provided in Paragraph **F.** of this endorsement.

Nonrenewal

1. We may elect not to renew this Policy by mailing notice of nonrenewal to the first Named Insured at the last mailing address known to us at least 45 days before the expiration date of this Policy.
2. We will send notice of nonrenewal to the first Named Insured by a "first-class mail tracking method" or by commercial mail delivery service. We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service or by other commercial mail delivery service when such service is used. Proof of mailing will be sufficient proof of notice.
3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew. You may request additional information within 30 days from the date of our notice.

4. If we offer to renew at least 45 days before the renewal date and you fail to make the required premium payment by the renewal date, the Policy will terminate on the renewal date for nonpayment of premium.

F. With respect to the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form, the following condition is added:

Nonrenewal

1. We may elect not to renew this Policy by mailing notice of nonrenewal to the first Named Insured at the last mailing address known to us at least 45 days before the expiration date of this Policy.
2. We will send notice of nonrenewal to the first Named Insured by a "first-class mail tracking method". We will maintain proof of mailing in a form authorized or accepted by the United States Postal Service. Proof of mailing will be sufficient proof of notice.
3. When we elect not to renew a policy that has been in effect for more than 45 days for a reason other than nonpayment of premium, we will provide a written statement of the actual reason for the refusal to renew.

G. The following is added to the **Legal Action Against Us** Condition and supersedes any other provision to the contrary:

In addition to any other requirement for bringing a legal action against us, the action must be brought within three years from the date it accrues.

H. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

We do not provide coverage in any case of fraud by you, at any time, as it relates to this insurance. We also do not provide coverage if you or any other insured ("insured"), at any time, intentionally conceals or misrepresents a material fact concerning:

1. This insurance;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this insurance.

I. The following definition is added:

"First-class mail tracking method" means a method that provides evidence of the date that a piece of first-class mail was accepted for mailing by the United States Postal Service, including a certificate of mail and an electronic mail tracking system used by the United States Postal Service.

"First-class mail tracking method" does not include a certificate of bulk mailing.

IL 02 08 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

B. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
- (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
- (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
- (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
- (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
- (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
- (8) Loss of or reduction in available insurance capacity;
- (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
- (10) Loss of or substantial changes in applicable reinsurance;
- (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;

(12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond.

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraph 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

- e. We need not send notice of cancellation if you have:
 - (1) Replaced coverage elsewhere; or
 - (2) Specifically requested termination.
- D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

- 1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.

- 2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
 - a. Certified mail; or
 - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
- 3. We need not mail or deliver this notice if you have:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.

IL 02 46 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

- 1.** The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a.** You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

- b.** You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.
- c.** A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d.** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e.** Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

IL 02 68 01 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 1., 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.b.** below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph **A.2.b.** below.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:

- (1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

- (2) Conviction of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
- (4) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
- (5) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- (6) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

(7) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or

(8) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Department of Financial Services.

3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Cancellation Common Policy Condition:

7. If one of the reasons for cancellation in Paragraph **A.2.b.** or **D.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following conditions are added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph **C.3.** below.

2. Conditional Renewal

If we conditionally renew this policy subject to:

a. A change of limits;

b. A change in type of coverage;

c. A reduction of coverage;

d. An increased deductible;

e. An addition of exclusion; or

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:

(1) The expiration date; or

(2) The anniversary date if this is a continuous policy.

b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

d. If we violate any of the provisions of Paragraph **C.3.a., b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel;

- (2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
- e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
- (1) Upon expiration of the 60-day period, unless Subparagraph (2) below applies; or
 - (2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
- f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.
- D. The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:
1. Items D.2. and D.3. apply if this policy meets the following conditions:
 - a. The policy is issued or issued for delivery in New York State covering property located in this state; and
 - b. The policy insures:
 - (1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or
 - (2) For loss of or damage to personal property other than farm personal property or business property; or
 - (3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and
 - c. The portion of the annual premium attributable to the property and contingencies described in 1.b. exceeds the portion applicable to other property and contingencies.
2. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
- 2. Procedure And Reasons For Cancellation**
- a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
 - b. But if this policy:
 - (1) Has been in effect for more than 60 days; or
 - (2) Is a renewal of a policy we issued; we may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - (2) Conviction of a crime arising out of acts increasing the risk of loss;
 - (3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;
 - (4) Discovery of willful or reckless acts or omissions increasing the risk of loss;
 - (5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:
 - (a) Issued the policy; or
 - (b) Last voluntarily renewed the policy;

- (6) The Superintendent of Financial Services' determination that continuing the policy would violate Chapter 28 of the Insurance Law; or
- (7) Required pursuant to a determination by the Superintendent of Financial Services that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

- (1) The policy limits be changed; or
- (2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. Nonrenewal

If, as allowed by the laws of New York State, we:

- (1) Do not renew this policy; or
- (2) Condition policy renewal upon:
 - (a) Change of limits; or
 - (b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

- (a) At least 45 days; but
- (b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

- E.** The following is added to the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

When the property is subject to the Anti-arson Application in accordance with New York Department of Financial Services' Insurance Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

- 1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.
- 2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in **E.1.** and **E.2.** above supersede any contrary provisions in this policy including this endorsement.

If the notice in **E.1.** or **E.2.** above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

- F.** The following applies to the Commercial Property Coverage Part, the Farm Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:

Paragraphs **f.** and **g.** of the **Mortgageholders** Condition are replaced by the following:

f. Cancellation

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.

(2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:

- (a) The effective date of cancellation of the insured's coverage; or
- (b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

(1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

(2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:

- (a) The expiration date of the policy; or
- (b) 10 days after we give notice to the mortgageholder.

G. The following provisions apply when the following are made a part of this policy:

Commercial General Liability Coverage Part
 Employment-Related Practices Liability Coverage Part
 Farm Liability Coverage Form
 Liquor Liability Coverage Part
 Products/Completed Operations Liability Coverage Part

- 1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.
- 2. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

IL 09 10 07 02

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

IL 09 35 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

IL 09 52 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

POLICY NUMBER: MPA00000025695Z

IL 09 85 01 15

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I		
Terrorism Premium (Certified Acts) \$0 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): Commercial General Liability Coverage Part Commercial Property Coverage Part		
Additional information, if any, concerning the terrorism premium:		
SCHEDULE – PART II		
Federal share of terrorism losses	85%	Year: 2015
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	84%	Year: 2016
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	83%	Year: 2017
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	82%	Year: 2018
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	81%	Year: 2019
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	80%	Year: 2020
(Refer to Paragraph B. in this endorsement.)		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

POLICY NUMBER: MPA00000025695Z

IL 09 95 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY

SCHEDULE

The Exception Covering Certain Fire Losses (Paragraph D.) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:	
State(s)	Coverage Form, Coverage Part Or Policy
CA, CT, GA, IA, ID, IL, MA, ME, MO, NC, NJ, NY, OR, RI, VA, WA, WI, WV	Commercial Property Coverage Part
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

- (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
- (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

- a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **C.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

D. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

E. Application Of Other Exclusions

1. When the Exclusion Of Terrorism applies in accordance with the terms of **C.1.** or **C.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**IL-7166
(Ed. 8-06)**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

MARYLAND CHANGES – RENEWAL LIMITS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART

The following is added to Property Conditions:

In order to maintain approximate insurance to value, we may increase building and business personal property limits of insurance at each renewal. The percentage increase will be determined based on factors such as the rate of inflation.

IL-7185
(Ed. 9-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL FOR DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under this policy:

SCHEDULE

Policy Period: Effective date:06/15/2020 to Expiration date: 06/15/2021		
Name of Person or Organization:	Project I.D.:	Mailing Address or Email Address:
Federal Business Centers Inc		Attn:Susanne Zoda Raritan Ctr Business Pk,300 Raritan Ctr Pkwy, Edison,NJ 08837
Blue Rock Construction Inc		1712 Hancock Ln, Burlington, NJ 08016
Consolidated Rail Corporation		1000 Howard Blvd, Mt Laurel, NJ 08054
Information required to complete this Schedule, if not shown above, will be shown in the Declarations or additional separate Schedule.		

The following **Condition** is added:

If we cancel or nonrenew this policy, other than for non-payment of premium or at the request of the Named Insured, we will provide advance written notice of such cancellation or nonrenewal to the person(s) or organization(s) listed in the SCHEDULE above. Such notice will be provided to such person(s) or organization(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation or nonrenewal. At our election, the notice shall either be mailed by first class mail, postage prepaid to the address indicated in the SCHEDULE for such person or organization or sent by electronic mail to the email address set forth in the SCHEDULE for such person or organization. Such notice shall identify the policy, including the identity of the Named Insured, being cancelled or nonrenewed and provide the effective date of cancellation or nonrenewal. If sent by first class mail, proof of mailing constitutes proof of notice. If sent by email, proof of sending constitutes proof of notice.

Our obligation to send notice to the person or organization listed in the SCHEDULE above shall terminate the earlier of: i) the end of the current Policy Period; or ii) when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation or nonrenewal.

MPA00000025695Z



Nationwide®
is on your side

Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

POLICY CHANGES

Change Effective: 07/29/2020

Change #: 1

Description

Empire Crane Co LLC is added as additional insured CG-2028 with respects to the policy.

Original Annual Premium	\$ 260,783.00	New Annual Premium	\$ 260,883.00	Total Additional/ Return Premium	\$ 88.00
					ADDITIONAL

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GU-7001 (Ed. 4-16)

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Issued: 07/31/2020

HAR 00973

MPA00000025695Z



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Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL LINES COMMON POLICY DECLARATIONS

Named Insured and Mailing Address:

GMAC Construction LLC
PO Box 176
Swedesboro, NJ 08085-0176

Agent:

KEH INSURANCE AGENCY INC
1415 MARLTON PIKE EAST, SUITE 501
CHERRY HILL, NJ 08034

Agency Code: 294727
Phone Number: (856)429-6000

Policy Period: 06/15/2020 to 06/15/2021

at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description:

Concrete Contractor

Form of Business:

LIMITED LIABILITY COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$ 250

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Coverage Part	Premium
Commercial Property Coverage Part	\$ 908.00
Commercial General Liability Coverage Part	\$ 258,749.00
Crime and Fidelity Policy Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Commercial Liability Umbrella Policy	

Sub-Total \$ 259,657.00
Fees and Surcharge – See Schedule GU-7015 (If Applicable) \$ 1,226.00
Total \$ 260,883.00

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY:
SEE SCHEDULES **GU-7004** and **GU-7009**

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Issued: 07/31/2020

HAR 00975

MPA00000025695Z



Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

FORM SCHEDULE

* INDICATES A NEW OR REPLACEMENT FORM. RETAIN THESE AND LISTED FORMS NOT REPLACED

Form	Edition	Description
		POLICY FORMS
PJ0004	0416	Policy Jacket- HPIC
GU7001	0416	Policy Change Document
* GU7005	0416	Location Schedule
* GU7008	0416	Named Insured Schedule
* GU7015	0416	Fees and Surcharge Schedule
IL0003	0702	Calculation of Premium
IL0003	0908	Calculation of Premium
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement (Broad)
IL0023	0702	Nuclear Energy Liability Exclusion Endorsement
IL0111	1103	New Jersey Changes
IL0141	0908	New Jersey Changes - Civil Union
IL0166	0702	Pennsylvania Changes - Actual Cash Value
IL0172	0702	Pennsylvania Changes
IL0183	0702	New York Changes - Fraud
IL0207	1217	Maryland Changes
IL0208	0907	New Jersey Changes - Cancellation and Nonrenewal
IL0246	0702	Pennsylvania Changes-Cancellation and NonRenewal
IL0268	0114	New York Changes - Cancellation and Nonrenewal
IL0910	0702	Pennsylvania Notice
IL0935	0702	Exclusion of Certain Computer-Related Losses
IL0952	0115	Cap On Losses From Cert. Acts of Terrorism
* IL0985	0115	Disclosure Pursuant to Terrorism Risk Insurance Act
* IL0995	0107	Cond Excl Terr (Relat Dispostn Fed Terr Ins Act)
IL7166	0806	Maryland Changes - Renewal Limits
* IL7185	0910	Notice of Canc and Nonren for Designated Person or Org
		PROPERTY FORMS
CP0010	0607	Building and Personal Property Form
CP0030	0607	Business Income (And Extra Expense) Coverage Form
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
CP1030	0607	Causes of Loss - Special Form
CP1032	0808	Water Exclusion Endorsement
CP7130	1115	Commercial Property Plus II Endorsement
CP7136	0917	Equipment Breakdown Coverage

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GU-7004 (Ed. 4-16)

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Issued: 07/31/2020

HAR 00976

MPA00000025695Z



Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

FORM SCHEDULE

* INDICATES A NEW OR REPLACEMENT FORM. RETAIN THESE AND LISTED FORMS NOT REPLACED

Form	Edition	Description
CP9903	1219	Cannabis Exclusion LIABILITY FORMS
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording/Distr Matl or Info in Violation of Law Exc
CG0099	1185	Changes in General Liability Forms for Commercial Pkg
CG0104	1204	New York Changes - Premium Audit
CG0163	0711	New York Changes-Commercial General Liability Cov Form
CG0201	1217	Maryland Changes
* CG0435	1207	Employee Benefits Liability Coverage
* CG2028	0704	Addl Ins - Lessor of Leased Equipment
CG2147	1207	Employment-Related Practices Exclusion
* CG2151	0989	Amend of Liquor Liab Exclusion-Except for Sched Activ
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap on Losses from Certified Acts of Terrorism
CG2187	0115	Conditional Exclusion of Terrorism
CG2279	0798	Exclusion-Contractors-Professional Liability
* CG2417	1001	Contractual Liability - Railroads
* CG2426	0704	Amendment of Insured Contract Definition
* CG2502	0798	Amendment of Limits of Insurance
CG2620	1093	New Jersey Changes - Loss Information
CG2621	1091	NY Changes-Transfer of Duties When Limit is Used Up
CG2653	0699	NJ Chgs-Cov and Excl Liab for Haz of Lead w/Mult Prem
CG2673	1204	Maryland Changes - Premium Audit Condition
CG7105	1210	Non-Pyramiding of Limits
CG7108	1210	Exclusion - Asbestos, Silica, or Talc
CG7149	0901	Lead Liability Exclusion
CG7195	1210	Exclusion - Computer-Related/Other Electronic Problems
CG7209	0901	Lead Liability Exclusion - New York
CG7241	1009	Exclusion - Snow and Ice Removal
CG7254	1210	Addl Ins-Owners, Lessees or Contractors-Auto Status
CG7263	1210	AI-Owner, Lessee, Contr-Compl Ops-Auto Req Constr Agree
CG7304	1210	Exclusion - Silica - New York
CG7305	1210	Exclusion - Asbestos - New York
CG7350	0710	Exclusion -Contractors Professional Liability
CG7356	1210	General Liability Enhancement Plus Endt-Contractors
CG7383	1111	Excl-Blanket Ops Covered By A Cons Wrap-Up Ins Prog

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**Nationwide®**
is on your sideHarleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297**Insured:** GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC**Policy Number:** MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

FORM SCHEDULE

* INDICATES A NEW OR REPLACEMENT FORM. RETAIN THESE AND LISTED FORMS NOT REPLACED

Form	Edition	Description
CG7430	0117	Def of Occurrence Amendatory Endt Constr Defects
* CG8000	1015	Data Compromise Coverage
CG8010	1015	Identity Recovery Coverage
* CG8013	1015	Cyber One Coverage
IL7115	0600	Excl-Exterior Insulation and Finish Systems (EIFS)
* MANU1	0704	Manuscript Endorsement

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Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

POLICYHOLDER NOTICE SCHEDULE

The following material contains important information about your policy. Please read it carefully.

* INDICATES A NEW OR REPLACEMENT FORM. RETAIN THESE AND LISTED FORMS NOT REPLACED

Form	Edition	Description
		POLICY FORMS
IN8028	0220	Policyholder Notice Cannabis Exclusion
ST7115	0416	Premium Audit Notice
ST7419	0417	New Jersey Earthquake Insurance Availability Notice
ST7520	0704	Amendment Of Insured Contract Definition
ST7555	0416	Important Notice to Policyholders
ST7629	0913	Notice of Underwriting Period-Notice to Policyholders
ST7653	0416	Contractor and Property Owners Best Practices
ST7687	0115	Notice to Policyholders
ST7851	1114	Notice to Policyholders - Be Prepared For Data Breach
ST8013	0120	Potential Restrictions of Terrorism Coverage
ST8015	0120	Cond Excl of Terr Rel to Disp of Fed Terr Risk Ins Act

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Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

☒ See Supplemental Schedule

LIMITS OF INSURANCE:

\$	1,000,000	Each Occurrence Limit
\$	See CG2502	Damage to Premises Rented to You Limit
\$	5,000	Medical Expense Limit (Any One Person)
\$	1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$	3,000,000	General Aggregate Limit (Other than Products-Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit

FORM OF BUSINESS: LIMITED LIABILITY COMPANY

Business Description: Concrete Contractor

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE GU-7005

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp.Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE CG-7275						
TOTAL PREMIUM FOR THIS COVERAGE PART:					219,428.00	39,321.00

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 AND GU-7009

07/31/2020
Countersignature Date

KEH INSURANCE AGENCY INC
Authorized Representative

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Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
PREM NO. 001 CONCRETE CONSTRUCTION	91560	4,965,509 PAYROLL	28.078	5.753	139,422	28,567
PREM NO. 001 CONTR-SUB-REPAIR BLDG-NOC	91585	5,732,118 TOTAL COST	1.591	1.237	9,120	7,091
PREM NO. 001 CONTR-EXECUTIVE SUPERVISOR Prod/Comp Op subj to Gen Agg Limit	91580	278,205 PAYROLL	37.126		10,329	INCL
PREM NO. 001 CONTR PERMANENT YARD Prod/Comp Op subj to Gen Agg Limit	91590	329,969 PAYROLL	14.413		4,756	INCL
PREM NO. 003 WAREHOUSE-PRIVATE-NFP Prod/Comp Op subj to Gen Agg Limit	68707	500 AREA	73.901		37	INCL
PREM NO. 004 CONCRETE CONSTRUCTION	91560	800,000 PAYROLL	54.165	3.318	43,332	2,654
PREM NO. 004 CONTR-EXECUTIVE SUPERVISOR Prod/Comp Op subj to Gen Agg Limit	91580	54,611 PAYROLL	71.549		3,907	INCL

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Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
PREM NO. 005 CONCRETE CONSTRUCTION	91560	IF ANY PAYROLL	15.241	8.099		
PREM NO. 006 CONCRETE CONSTRUCTION	91560	200,000 PAYROLL	21.331	5.043	4,266	1,009
CYBERONE		IF ANY			385	
DATA COMPROMISE/IDENTITY RECOVERY		IF ANY			124	
DAMAGE TO PREMISES RENTED TO YOU		IF ANY			250	
CG7254-ADDL INS-OWN/LESS/CON/AUTO CONSTR		IF ANY			250	
CG7263-OWN/LESS/CON/COMP OPS/AUTO CONSTR	91560	6,628,294			600	

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355 Maple Avenue
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Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
GL ENHANCEMENT PLUS ENDT CONTRACTORS		IF ANY			1,500	
MANUSCRIPT ENDORSEMENT		IF ANY				
EMPLOYEE BENEFITS LIABILITY		270			350	
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUSCRIPT ENDORSEMENT		IF ANY				

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355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUAL PREMIUM - FULLY EARNED	49950	1			50	

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355 Maple Avenue
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Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUAL PREMIUM - FULLY EARNED	98601	1			300	
PREM NO. 001 CG2028-ADDL INS-LESSOR OF LEASED EQUIP		IF ANY			100	
PREM NO. 001 MANUAL PREMIUM - FULLY EARNED	49950	1			50	
PREM NO. 001 MANUAL PREMIUM - FULLY EARNED	49950	1			50	

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COMMERCIAL GENERAL LIABILITY
CG 20 28 07 04

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Empire Crane Co LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

MPA00000025695Z



Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

POLICY CHANGES

Change Effective: 11/17/2020

Change #: 2

Description

Alston Construction Company, Inc. & Federal Business Centers is added as additional insured CG2010 and CG2037 with respects to the policy.
See manuscript endorsement. IL7185 - Notice of Cancellation or Nonrenewal for Designated Person or Organization is added with respects to Alston Construction Company, Inc.

Original Annual Premium	\$ 260,883.00	New Annual Premium	\$ 260,984.00	Total Additional/ Return Premium	\$ 100.00
					ADDITIONAL

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Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL LINES COMMON POLICY DECLARATIONS

Named Insured and Mailing Address:

GMAC Construction LLC
PO Box 176
Swedesboro, NJ 08085-0176

Agent:

KEH INSURANCE AGENCY INC
1415 MARLTON PIKE EAST, SUITE 501
CHERRY HILL, NJ 08034

Agency Code: 294727
Phone Number: (856)429-6000

Policy Period: 06/15/2020 to 06/15/2021

at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description:

Concrete Contractor

Form of Business:

LIMITED LIABILITY COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$ 250

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Coverage Part	Premium
Commercial Property Coverage Part	\$ 908.00
Commercial General Liability Coverage Part	\$ 258,849.00
Crime and Fidelity Policy Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Commercial Liability Umbrella Policy	

Sub-Total	\$ 259,757.00
Fees and Surcharge – See Schedule GU-7015 (If Applicable)	\$ 1,227.00
Total	\$ 260,984.00

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY:
SEE SCHEDULES **GU-7004** and **GU-7009**

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355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

FEES AND SURCHARGE SCHEDULE

New Jersey Property-Liability Insurance Guaranty Association Surcharge	\$ 1,227.00
--	-------------

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Harleysville, PA 19438-2297

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Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

☒ See Supplemental Schedule

LIMITS OF INSURANCE:

\$ 1,000,000	Each Occurrence Limit
\$ See CG2502	Damage to Premises Rented to You Limit
\$ 5,000	Medical Expense Limit (Any One Person)
\$ 1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$ 3,000,000	General Aggregate Limit (Other than Products-Completed Operations)
\$ 3,000,000	Products/Completed Operations Aggregate Limit

FORM OF BUSINESS: LIMITED LIABILITY COMPANY

Business Description: Concrete Contractor

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE GU-7005

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp.Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE CG-7275						
TOTAL PREMIUM FOR THIS COVERAGE PART:					219,528.00	39,321.00

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 AND GU-7009

11/18/2020
Countersignature Date

KEH INSURANCE AGENCY INC
Authorized Representative

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355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
PREM NO. 001 CONCRETE CONSTRUCTION	91560	4,965,509 PAYROLL	28.078	5.753	139,422	28,567
PREM NO. 001 CONTR-SUB-REPAIR BLDG-NOC	91585	5,732,118 TOTAL COST	1.591	1.237	9,120	7,091
PREM NO. 001 CONTR-EXECUTIVE SUPERVISOR Prod/Comp Op subj to Gen Agg Limit	91580	278,205 PAYROLL	37.126		10,329	INCL
PREM NO. 001 CONTR PERMANENT YARD Prod/Comp Op subj to Gen Agg Limit	91590	329,969 PAYROLL	14.413		4,756	INCL
PREM NO. 003 WAREHOUSE-PRIVATE-NFP Prod/Comp Op subj to Gen Agg Limit	68707	500 AREA	73.901		37	INCL
PREM NO. 004 CONCRETE CONSTRUCTION	91560	800,000 PAYROLL	54.165	3.318	43,332	2,654
PREM NO. 004 CONTR-EXECUTIVE SUPERVISOR Prod/Comp Op subj to Gen Agg Limit	91580	54,611 PAYROLL	71.549		3,907	INCL

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355 Maple Avenue
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Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
PREM NO. 005 CONCRETE CONSTRUCTION	91560	IF ANY PAYROLL	15.241	8.099		
PREM NO. 006 CONCRETE CONSTRUCTION	91560	200,000 PAYROLL	21.331	5.043	4,266	1,009
CYBERONE		IF ANY			385	
DATA COMPROMISE/IDENTITY RECOVERY		IF ANY			124	
DAMAGE TO PREMISES RENTED TO YOU		IF ANY			250	
CG7254-ADDL INS-OWN/LESS/CON/AUTO CONSTR		IF ANY			250	
CG7263-OWN/LESS/CON/COMP OPS/AUTO CONSTR	91560	6,628,294			600	

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355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
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Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
GL ENHANCEMENT PLUS ENDT CONTRACTORS		IF ANY			1,500	
MANUSCRIPT ENDORSEMENT		IF ANY				
EMPLOYEE BENEFITS LIABILITY		270			350	
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUSCRIPT ENDORSEMENT		IF ANY				

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355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUAL PREMIUM - FULLY EARNED	49950	1			50	

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Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUAL PREMIUM - FULLY EARNED	98601	1			300	
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUAL PREMIUM - FULLY EARNED	49950	1			50	

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Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2020 to 06/15/2021
AMENDMENT

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
PREM NO. 001 CG2028-ADDL INS-LESSOR OF LEASED EQUIP		IF ANY			100	
PREM NO. 001 MANUAL PREMIUM - FULLY EARNED	49950	1			50	
PREM NO. 001 MANUAL PREMIUM - FULLY EARNED	49950	1			50	

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HAR 00997

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MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2010 (Ed. 7-04) Addl Insd-Owners, Lessees, or Contr-Sched Person or Org

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Alston Construction Company Inc

Federal Business Centers Inc and its officers, directors, employees, agents, representative and shareholders

Location(s) Of Covered Operations:

225 Raritan Center Pkwy

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or

organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional

exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work,

All other terms and conditions of this Policy remain unchanged.

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

on the project (other than service, maintenance or repairs) to be performed by or on behalf

of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its

intended use by any person or organization other than another contractor or subcontractor

engaged in performing operations for a principal as a part of the same project.

CG-2010

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2010 (Ed. 7-04) Addl Insd-Owners, Lessees, or Contr-Sched Person or Org

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Premier Design + Build Group LLC and any other persons or organizations whom you agreed to include as additional insured on your policy in a written contract, written agreement or written permit between you and Premier Design + Build Group LLC

Location(s) Of Covered Operations:

All Premier Design + Build Group LLC locations as per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or

organization(s) shown in the Schedule, but only with respect to liability for "bodily injury",

"property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional

exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in

All other terms and conditions of this Policy remain unchanged.

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

connection with such work,
on the project (other than service, maintenance or repairs) to be
performed by or on behalf
of the additional insured(s) at the location of the covered
operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises
has been put to its
intended use by any person or organization other than another
contractor or subcontractor
engaged in performing operations for a principal as a part of the
same project.

CG-2010

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2037 (Ed. 7-04) Addl Insured - Owners, Lessees or Contractors -
Completed Operations

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Premier Design + Build Group LLC and any other persons or organizations whom
you agreed to include as an additional insured on your policy in a written
contract, written agreement or written permit between you and Premier Design
+ Build Group LLC

Location And Description Of Completed Operations:

All Premier Design + Build Group LLC locations as per written contract
Concrete Construction

Information required to complete this Schedule, if not shown above, will be
shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional
insured the person(s)
or organization(s) shown in the Schedule, but only with respect to liability
for "bodily injury"
or "property damage" caused, in whole or in part, by "your work" at the
location designated
and described in the schedule of this endorsement performed for that
additional insured and
included in the "products-completed operations hazard".

CG-2037

All other terms and conditions of this Policy remain unchanged.

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2037 (Ed. 7-04) Addl Insured - Owners, Lessees or Contractors -
Completed Operations

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Alston Construction Company Inc

Federal Business Centers Inc and its officers, directors, employees, agents,
representative and shareholders

Location And Description Of Completed Operations:

225 Raritan Center Pkwy

Concrete Construction

Information required to complete this Schedule, if not shown above, will be
shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional
insured the person(s)
or organization(s) shown in the Schedule, but only with respect to liability
for "bodily injury"
or "property damage" caused, in whole or in part, by "your work" at the
location designated
and described in the schedule of this endorsement performed for that
additional insured and
included in the "products-completed operations hazard".

CG-2037

All other terms and conditions of this Policy remain unchanged.

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2010 (Ed. 7-04) Addl Insd-Owners, Lessees, or Contr-Sched Person or Org

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

FCL Builders Maryland LLC and any other persons or organizations whom you agreed to include as an additional insured on your policy in a written contract, written agreement or written permit between you and FCL Builders Maryland LLC

Location(s) Of Covered Operations:

All FCL Builders Maryland LLC locations as per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or

organization(s) shown in the Schedule, but only with respect to liability for "bodily injury",

"property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional

exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in

All other terms and conditions of this Policy remain unchanged.

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

connection with such work,
on the project (other than service, maintenance or repairs) to be
performed by or on behalf
of the additional insured(s) at the location of the covered
operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises
has been put to its
intended use by any person or organization other than another
contractor or subcontractor
engaged in performing operations for a principal as a part of the
same project.

CG-2010

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2037 (Ed. 7-04) Addl Insured - Owners, Lessees or Contractors -
Completed Operations

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

FCL Builders Maryland LLC and any other persons or organizations whom you
agreed to include as an additional insured on your policy in a written
contract, written agreement or written permit between you and FCL Builders
Maryland LLC

Location And Description Of Completed Operations:

All FCL Builders Maryland, LLC locations as per written contract
Concrete Construction

Information required to complete this Schedule, if not shown above, will be
shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional
insured the person(s)
or organization(s) shown in the Schedule, but only with respect to liability
for "bodily injury"
or "property damage" caused, in whole or in part, by "your work" at the
location designated
and described in the schedule of this endorsement performed for that
additional insured and
included in the "products-completed operations hazard".

CG-2037

All other terms and conditions of this Policy remain unchanged.

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2010 (Ed. 7-04) Addl Insd-Owners, Lessees, or Contr-Sched Person or Org

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

FCL Builders LLC

FCL Builders Maryland LLC

Tradepoint Atlantic LLC its affiliates, directors, officers, employees and agents

Location(s) Of Covered Operations:

Tradepoint Atlantic Project Liger

Tradepoint Ave, Baltimore, MD 21219

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or

organization(s) shown in the Schedule, but only with respect to liability for "bodily injury",

"property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional

exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

All other terms and conditions of this Policy remain unchanged.

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

1. All work, including materials, parts or equipment furnished in connection with such work,
on the project (other than service, maintenance or repairs) to be performed by or on behalf
of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its
intended use by any person or organization other than another contractor or subcontractor
engaged in performing operations for a principal as a part of the same project.

CG-2010

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2037 (Ed. 7-04) Addl Insured - Owners, Lessees or Contractors -
Completed Operations

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

FCL Builders LLC

FCL Builders Maryland LLC

Tradepoint Atlantic LLC its affiliates, directors, officers, employees and
agents

Location And Description Of Completed Operations:

Tradepoint Atlantic Project Liger

Tradepoint Ave, Baltimore, 21219

Construction Work

Information required to complete this Schedule, if not shown above, will be
shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional
insured the person(s)
or organization(s) shown in the Schedule, but only with respect to liability
for "bodily injury"
or "property damage" caused, in whole or in part, by "your work" at the
location designated
and described in the schedule of this endorsement performed for that
additional insured and
included in the "products-completed operations hazard".

CG-2037

All other terms and conditions of this Policy remain unchanged.

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2010 (Ed. 7-04) Addl Insd-Owners, Lessees, or Contr-Sched Person or Org

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Alston Construction Company, Inc. & Federal Business Centers

Location(s) Of Covered Operations: 1145 King George Port Road, Edison, NJ 08837

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work,

All other terms and conditions of this Policy remain unchanged.

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

on the project (other than service, maintenance or repairs) to be performed by or on behalf

of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its

intended use by any person or organization other than another contractor or subcontractor

engaged in performing operations for a principal as a part of the same project.

CG-2010

MPA00000025695Z

MANU-1 (07/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG-2037 (Ed. 7-04) Addl Insured - Owners, Lessees or Contractors -
Completed Operations

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Alston Construction
Company, Inc. & Federal Business Centers

Location And Description Of Completed Operations: 1145 King George Port
Road, Edison, NJ 08837 and Concrete construction

Information required to complete this Schedule, if not shown above, will be
shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional
insured the person(s)
or organization(s) shown in the Schedule, but only with respect to liability
for "bodily injury"
or "property damage" caused, in whole or in part, by "your work" at the
location designated
and described in the schedule of this endorsement performed for that
additional insured and
included in the "products-completed operations hazard".

CG-2037

All other terms and conditions of this Policy remain unchanged.

MPA00000025695Z

**IL-7185
(Ed. 9-10)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
FOR DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under this policy:

SCHEDULE

Policy Period: Effective date:06/15/2020 to Expiration date: 06/15/2021		
Name of Person or Organization:	Project I.D.:	Mailing Address or Email Address:
Federal Business Centers Inc		Attn:Susanne Zoda Raritan Ctr Business Pk,300 Raritan Ctr Pkwy, Edison,NJ 08837
Blue Rock Construction Inc		1712 Hancock Ln, Burlington, NJ 08016
Consolidated Rail Corporation		1000 Howard Blvd, Mt Laurel, NJ 08054
Alston Construction Company, Inc.		C/O My COI, 1075 Broad Ripple Ave., Suite 313, Indianapolis, IN 46220
Information required to complete this Schedule, if not shown above, will be shown in the Declarations or additional separate Schedule.		

The following **Condition** is added:

If we cancel or nonrenew this policy, other than for non-payment of premium or at the request of the Named Insured, we will provide advance written notice of such cancellation or nonrenewal to the person(s) or organization(s) listed in the SCHEDULE above. Such notice will be provided to such person(s) or organization(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation or nonrenewal. At our election, the notice shall either be mailed by first class mail, postage prepaid to the address indicated in the SCHEDULE for such person or organization or sent by electronic mail to the email address set forth in the SCHEDULE for such person or organization. Such notice shall identify the policy, including the identity of the Named Insured, being cancelled or nonrenewed and provide the effective date of cancellation or nonrenewal. If sent by first class mail, proof of mailing constitutes proof of notice. If sent by email, proof of sending constitutes proof of notice.

Our obligation to send notice to the person or organization listed in the SCHEDULE above shall terminate the earlier of: i) the end of the current Policy Period; or ii) when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation or nonrenewal.

***** IMPORTANT INSURANCE INFORMATION *****

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy should prevail.

NOTICE TO POLICYHOLDERS CANNABIS EXCLUSIONS

Thank you for choosing us to help you protect what's important to you. We value your business and want to update you on some recent changes to your policy.

You are receiving this important notice because a Cannabis Exclusion or Cannabis Exclusion with Hemp Exception endorsement has been added to your policy in order to expressly reaffirm Nationwide's position that activities, losses, or claims involving or resulting from the design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of or damage to cannabis, to the extent cannabis is designed, cultivated, manufactured, distributed, sold, served or furnished for bodily ingestion, inhalation, absorption or consumption, are not, nor have they ever been, covered by your policy. Cannabis is added to **Property Not Covered**.

The Cannabis Exclusion with Hemp Exception excludes cannabis but provides an exception for goods or products containing or derived from hemp, including but not limited to seeds, food, clothing, lotions, oils, extracts, building materials, or paper but only if such goods or products are not prohibited under any applicable state or local statute, regulation or ordinance in the state where such good or products are located.

The Cannabis Exclusion or Cannabis Exclusion with Hemp Exception may reduce or clarify coverage to the extent set forth above.

We appreciate your business and look forward to continuing to serve you. If you have questions about the changes, or would like to learn about additional coverage options, please contact your agent. Contact information can be found on your policy declarations page or cover letter.



PREMIUM AUDIT NOTICE

PLEASE READ THIS NOTICE CAREFULLY!

The following information is intended to explain the premium base on policies written "Subject to Audit."

An accurate Premium Audit is a benefit to you and your business. We recommend the person(s) in charge of keeping your financial records (e.g., Payroll; Gross Sales; Total Cost) be aware of insurance auditor needs. Records that are accurate and properly maintained allow us to complete the audit and to apply, when applicable, certain premium saving rules.

WHO WILL MAKE THE AUDIT?

A Premium Auditor will contact you for an appointment if your policy requires a physical audit. If the necessary information can be obtained without a physical audit, we will send you the necessary forms for you to complete.

WHAT RECORDS WILL BE NEEDED?

The Premium Auditor will examine and audit all of your records that relate to your policy. The required records will vary depending upon the type of coverage you have. In most cases, the auditor will be able to obtain the necessary audit data from two or more of the following records:

- Payroll Journals with monthly/quarterly totals
- Quarterly Tax Reports
- General Ledgers
- Individual Earning Cards with monthly/quarterly totals
- Certificates of Insurance for sub-contractors
- Vehicle descriptions (include purchase date and date sold)

In the course of the audit, the Auditor may ask some questions about your records and personally observe the various aspects of your business operations. This will assist the Auditor in properly classifying your operations and employees. If a new operation is revealed or an existing operation was unknown to us, additional classifications and exposure bases will be added to your policy and audit. This will affect the premium charged for your insurance coverage.

HOW SHOULD YOUR RECORDS BE KEPT?

Payroll: Many of the premiums for your insurance are based on payroll which is defined as total remuneration. Remuneration includes:

Wages	Vacation Pay
Commissions	Sick Pay
Bonuses	Payment for Piece Work
Overtime Pay	Miscellaneous other (housing, company car, etc.)
Holiday Pay	

Overtime: The amount paid in excess of straight time can be deducted if the excess can be verified by your records. Your records must show overtime separately by employee and totaled monthly and quarterly. **THIS IS NOT APPLICABLE IN PA (WC) or DE (WC).**

Division of Payroll: Division of an individual employee's payroll to more than one classification is not allowed. Exception: For construction or erection operations, the payroll of an employee may be allocated to each type of work performed if proper records are kept. Payroll **cannot** be divided between construction and office or sales classifications.

Gross Sales: Another premium base for insurance is gross sales. Sales information must be kept separately for each location with monthly and quarterly totals by the type of product sold.

*****IMPORTANT*******USE OF SUBCONTRACTORS AND
INDEPENDENT CONTRACTORS IN YOUR BUSINESS****Workers' Compensation**

Most state Workers Compensation laws will hold a general contractor, and its insurer, liable to pay compensation to an injured employee of an uninsured subcontractor. You and your insurer may also be held responsible, under workers compensation laws, for injuries sustained by an individual performing services for you who, while not on your payroll, is deemed to be your 'employee'. Over the last few years, many states have enacted legislation to permit a sole proprietor, partners of a partnership, or members of a limited liability company, who act as 'independent contractors', to obtain workers' compensation insurance for themselves.

Our workers compensation policy permits us to include in the premium basis any remuneration paid or payable by you during the policy period for the services of all persons engaged in work that could make us liable under the policy. We may charge you premium for those contractors who provide services to you and whose operations are not independent of your operations. If a contractor does not have their own employees and their duties closely resemble those of an employee of yours, that person may be considered an employee for audit purposes.

However, we will **not** include the remuneration of any such person if you give us proof that the employer of such person has lawfully secured their workers compensation obligations, or that such person, if he or she is a sole proprietor, partner of a partnership, or member of a limited liability company, has either obtained workers compensation insurance themselves or has executed and filed a written election, in conformance with state law, not to be subject to the Workers Compensation laws. Such proof will normally consist of a certificate of insurance evidencing workers compensation coverage in effect during the period of time your policy is in effect or a copy of the written election/waiver. Therefore, to protect yourself, be sure to secure a Certificate of Insurance from each contractor/subcontractor with whom you deal which evidences their workers compensation coverage or a copy of the written election not to be subject to the Workers Compensation laws. These Certificates and copies of the written election must be available to the auditor at time of audit.

Some states prohibit us from including the remuneration you pay to a bona fide independent contractor. Subject to specific state laws and regulations, the basis for classification of an independent contractor includes whether the individual:

- Has a written contract to perform agreed-upon services with you,
- Is free from your control or direction over the performance of these services, and
- Is customarily engaged in an independently established trade, occupation, profession, or business. For this determination, the individual:
 - o Possesses the essential tools,
 - o Must realize a profit or loss for the project,
 - o Has a business location that is distinct from your business location, and
 - o Makes these same services available to the general public.

General Liability

You may also be responsible for the legal liability of your contractors/subcontractors. To protect yourself, be sure to secure a Certificate of Insurance from each contractor/subcontractor with whom you deal which evidences their general liability coverage. These Certificates must be available to the auditor at time of audit. If no evidence of insurance is available, the subcontractor's payroll must be added to your premium base.

Certificates of Insurance also need to reflect adequate insurance. Adequate insurance means the contractor/subcontractor carries liability insurance with coverage comparable to yours (e.g., premises-operations and products-completed operations) and limits of liability which are no less than \$1,000,000 each occurrence/\$2,000,000 general aggregate/\$2,000,000 products-completed operations aggregate for the period of time work was performed for you. Any limit less than the above will be considered inadequate and a payroll charge will be included on your audit.

We recommend you bring any questions concerning your insurance to the attention of your Agent.

NEW JERSEY EARTHQUAKE INSURANCE AVAILABILITY NOTICE

All insureds and applicants are cautioned that commercial fire and extended coverage insurance policies do not provide coverage for earthquake damage.

The definition of an *earthquake*:

- >> Is a shaking or trembling of the earth that is geologic or tectonic in nature;
- >> Includes shock waves or tremors before, during or after a volcanic eruption; and
- >> Can also include after-shocks that occur within a seventy-two hour period following an *earthquake*.

A typical commercial fire and extended coverage insurance policy:

- >> **Does not** cover the cost to replace or repair your damaged dwelling, premises or structures, such as garages, resulting from an *earthquake*;
- >> **Does not** cover the cost to replace or repair the contents of your business if the damages result from an *earthquake*; and
- >> **Does not** pay for any additional business expenses if your property is badly damaged or destroyed by an *earthquake*.

***Earthquake* insurance is available through an endorsement to your policy for an additional premium. The decision to purchase earthquake insurance is one that should be carefully considered based on individual circumstances.**

Historically, an earthquake in New Jersey is a rare event, although the possibility exists that it could happen. Over the five-year period from 2010 to 2015, for every \$1 of earthquake insurance premium, 1/10 of one cent has been paid out for losses.

Please contact your agent if you have any questions or want additional information on how you can obtain *earthquake* insurance.

This notice is a general description of coverage and does not change, modify or invalidate any of the provisions, terms or conditions of your policy or endorsements.

New Jersey Bulletin No. 16-09

**ST-7520
(Ed. 7-04)**

AMENDMENT OF INSURED CONTRACT DEFINITION

IMPORTANT NOTICE TO POLICYHOLDERS

This notice contains a brief synopsis of new endorsement CG 24 26 – Amendment of Insured Contract Definition.

When this endorsement is attached to your policy, you will no longer be provided coverage for tort liability that you assume under an insured contract unless you or someone acting on your behalf contributed in whole or in part to the bodily injury or property damage.

This may be a reduction in coverage in states where you are permitted to hold harmless a party for that party's sole negligence.

PLEASE READ YOUR POLICY AND ITS ENDORSEMENTS CAREFULLY. IF THERE IS ANY CONFLICT BETWEEN THIS NOTICE AND THE POLICY AND ITS ENDORSEMENTS, THE PROVISIONS OF THE POLICY AND ITS ENDORSEMENTS SHALL PREVAIL.

IMPORTANT NOTICE TO POLICYHOLDERS

Do you have enough insurance on your building?

If your commercial building were damaged or worse, destroyed, would your insurance limit be sufficient to fully repair or rebuild the structure?

When you consider the ever rising costs of labor, construction materials and supplies, the impact of overall inflation, and the value of any improvements you've made to your property, it's quite possible your level of coverage is no longer adequate.

It is *your* responsibility to insure to value.

While Nationwide's insurance products offer comprehensive protection for business owners, if your property is insured at less than 100 percent of its replacement cost (or, where applicable, actual cash value), you assume the risk of not being fully insured if you have a loss.

To make certain your building coverage limits are - *and remain* - adequate, we strongly encourage you to review your coverage with your agent. You also should consider obtaining an appraisal or an estimate from a contractor annually, or as needed.

We appreciate the opportunity to insure your property, and look forward to continuing our partnership with your business and Nationwide agent to protect your interests *fully*.

Note: In the event of a claim, Nationwide reserves all of its rights under the policy to make its own independent determination of replacement cost or actual cash value in applying the co-insurance provisions of the policy.



ST-7629
(Ed. 9-13)

NOTICE OF UNDERWRITING PERIOD NOTICE TO POLICYHOLDERS

We are notifying you that the binder or policy you have just agreed to purchase is subject to a 45 day underwriting period beginning on the effective date of your coverage. Your coverage may be cancelled during the underwriting period if your risk does not meet our underwriting standards. If we decide to cancel the binder or policy, we will send you a written Notice of Cancellation advising you of the reason(s) for the cancellation and the date on which your policy will be cancelled.

We may also recalculate your premium, on the discovery of a material risk factor, from the effective date of the policy during the underwriting period. If your premium is recalculated, you have the right to terminate the policy.

ST-7653
(Ed. 4-16)

Contractor and Property Owners Best Practices for Managing Liability and Workers' Compensation Risk Through Contracts and Insurance Requirements

Whether you are a contractor or a property owner who hires others to complete part of a job, there are many steps you can take to manage risk. Hiring the best employees and subcontractors and maintaining a safe work environment are paramount. However, sound contract wording and insurance protection are critical to protecting your business from liability claims.

Set clear expectations by using **written contracts** for each job that contain:

- Written job specifications that clearly define and delineate the work you and your subcontractors will perform.
 - Hold harmless agreements that require your subcontractor to pay on your behalf for any bodily injury, property damage, or other economic loss resulting from the subcontractor's negligence.
 - Indemnity agreements that state your subcontractor will reimburse you in the event of an accident or loss resulting from the subcontractors' negligence, the negligence of their employees, agents, subcontractors, and anyone hired by them for their negligence to the fullest extent permitted by law.
 - Insurance procurement requirements that require **additional insured status for on-going operations and completed operations** on your subcontractors' general liability and umbrella policy on a primary and non-contributory basis. Note: Your contract should be clear that these requirements are to apply to any subcontractors hired by the subcontractor as well.
 - The subcontractor should maintain general liability coverage with limits equal to or greater than your own general liability limits. At a minimum, limits should be \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, and \$2,000,000 Products-Completed Operations Aggregate to avoid being considered an "inadequately insured subcontractor". In addition, the General Aggregate should apply on a per project or per location basis.

Note: The Personal and Advertising Injury Limit must be a \$1,000,000 limit. An ISO GL policy automatically provides this limit when a \$1,000,000 occurrence limit is selected. For non-ISO GL policies, be sure a \$1,000,000 P/AI limit is provided.

 - The subcontractor should maintain umbrella coverage with limits of at least \$1,000,000 and provide additional insured coverage to you on a primary and noncontributory basis in order to provide additional protection in the event of a catastrophic loss.
- Additional limit requirements:
 - Workers Compensation (Employers Liability) limits of BI by Accident \$100,000 BI each accident, BI by Disease \$500,000 policy limit and \$100,000 each employee are required.
 - An automobile limit per Accident limit of \$1,000,000 CSL is required.
- It is also important your subcontractor carry workers compensation coverage for the states related to the contract. If not, the subcontractor's payroll may be added to your payroll as if they were your employee. You may be responsible for their injuries. If your subcontractor is an individual or partnership, then confirm that he has elected to be covered by the workers compensation policy.
- Waiver of subrogation for general liability and umbrella policies which requires the subcontractor to waive their insurer's right to be reimbursed by you should a loss occur that was a result of your negligence.
- Waiver of the subcontractor's workers compensation immunity, to the extent allowed by law.
- A requirement that Subcontractor's Insurance policies be endorsed to guarantee you a right to notice of cancellation.
- Written contracts can be short and simple. Your lawyer can help draft a sample contract. Visit www.AIA.org or www.ConsensusDOCs.org for advisory contracts.

Important risk transfer documentation:

- Require all of your subcontractors to provide certificates of insurance to you prior to the beginning of any work. Certificates of insurance provide evidence the subcontractor is maintaining their own general liability, workers compensation, and umbrella insurance with sufficient limits of coverage as listed above.
- Obtain written confirmation that your subcontractor has named you as an additional insured before the subcontractor is allowed to begin each job that subcontractor performs for you.
- Obtain a signed copy of a contract before work commences.

Note for New York insureds: Be cautious! In an attempt to save premium dollars some subcontractors are purchasing insurance from non-standard insurance carriers. While some of these carriers provide reasonable levels of coverage, others exclude primary liability exposures, even if such liability was assumed by the contractor in the contract with you (such as employee injuries or other injuries governed by NY labor law). This hold harmless obligation coverage gap can result in your subcontractor being virtually uninsured for certain types of losses. This increases your liability exposure and problems with your insurability. Please consult with your agent or broker to make sure that your subcontractors are properly covered by standard insurance contracts.

**REMEMBER TO REPORT ALL CLAIMS TO NATIONWIDE AS SOON AS POSSIBLE!
CONTACT OUR CLAIMS HOTLINE AT 800-892-8877.**

**ST-7687
(Ed. 01-21)**

NOTICE TO POLICYHOLDERS NOTICE OF TERRORISM INSURANCE COVERAGE

This notice is being provided in accordance with the Terrorism Risk Insurance Act (the "Act"). Your policy provides certain coverage for losses resulting from acts of terrorism in accordance with the terms of the Act and as set forth in your policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life; property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THE POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

This Notice does not form a part of your insurance contract. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

NOTICE TO POLICYHOLDERS BE PREPARED FOR DATA BREACH

Data Breach Can Take You By Surprise

If your organization experiences a data breach, would you be prepared? As we all know from the news, even very large companies aren't always ready to respond. Yet, when a data breach occurs, time is of the essence.

Most states now require the responsible business to promptly notify every individual affected by a data breach. Beyond those legal requirements and their costs, how you respond to a data breach can mean the difference between preserving your clients trust or losing it.

When suddenly confronted with a data breach, many companies make mistakes that can significantly increase their cost of responding and put their reputation at risk.

Now you can develop an effective data breach response plan in advance of a crisis that can help you to be prepared and protect your client relationships and business reputation.

Immediate Access To Risk Management Tools

Because your success is important to us, we offer an online data breach portal that equips you with a risk management tool to help you plan and be prepared should a breach happen to your company. There's no cost; it's a complimentary service for our commercial lines insureds.

It's called eRisk Hub® and it's designed to help you to better understand your risks and establish a response plan so you can manage the costs and minimize the effects of a data breach should one occur.

With a response plan and instant access to informative resources, you'll be ready to more efficiently and cost-effectively respond to and recover from a data breach.

Key Features of the eRisk Hub® Portal

- Incident Response Plan Roadmap – includes suggested steps to take following a network or data breach incident.
- Online Training Modules - ready-to-use training for business owners on privacy best practices and Red Flag Rules.
- Risk Management Tools – assists you in managing your cyber risk including a self-assessment and state breach notification laws.
- News Center – cyber risk stories, security and compliance blogs, security news, risk management events and helpful industry links.
- Learning Center – best-practices articles, white papers and webinars from leading technical and legal practitioners.
- eRisk Resources – a directory to quickly find external resources with expertise in pre- and post-breach disciplines.

Register Now

To access the eRisk Hub® portal, you need to register and set up your unique User ID and Password. It's easy; just follow these steps:

1. Enter <https://eriskhub.com/nationwide.php> in your browser.
2. Complete the information in the center of the page, including your name and company. Note that the User ID and Password are case-sensitive.
3. Enter your assigned access code 12116-73.
4. Enter the challenge word on the screen and click "Submit". You will get a "Registration Completed" message on the next screen. You can now login to the portal.

Log In And Start

Once you have set up access, enter your User ID and Password in the Member Login box in the upper right of the site banner and click Submit to access the eRisk Hub® portal.

If you forgot your password, click on the link to have your password reset. Remember; your User ID and Password are case sensitive.

Harleysville Preferred Insurance Company

A Stock Company



355 Maple Avenue
Harleysville, Pennsylvania 19438

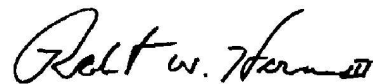
This policy jacket with the policy provisions, declarations or information page, and endorsements, if any, completes this policy.

We will provide insurance described in this policy in return for the premium and compliance with all applicable policy provisions.

In Witness Whereof, the Company has caused this policy to be executed and attested.



Mark A. Berven
President & Chief Operating Officer



Robert W. Horner III
Vice President & Secretary

**Nationwide**
is on your sideHarleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297**Insured:** GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC**Policy Number:** MPA00000025695Z
Policy Period: 06/15/2021 to 06/15/2022
RENEWAL CERTIFICATE**COMMERCIAL LINES COMMON POLICY DECLARATIONS****Named Insured and Mailing Address:**GMAC Construction LLC
PO Box 176
Swedesboro, NJ 08085-0176**Agent:**KEH INSURANCE AGENCY INC
1415 MARLTON PIKE EAST, SUITE 501
CHERRY HILL, NJ 08034**Policy Period:** 06/15/2021 to 06/15/2022**Agency Code:** 294727
Phone Number: (856)429-6000at 12:01 A.M. Standard Time at your mailing address
shown above.**Business Description:**

Concrete Contractor

Form of Business:

LIMITED LIABILITY COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST
CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$ 250THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Coverage Part	Premium
Commercial Property Coverage Part	\$ 912.00
Commercial General Liability Coverage Part	\$ 118,367.00
Crime and Fidelity Policy Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Commercial Liability Umbrella Policy	

Sub-Total \$ 119,279.00
Fees and Surcharge – See Schedule GU-7015 (If Applicable) \$ 564.00
Total \$ 119,843.00

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY:
SEE SCHEDULES **GU-7004** and **GU-7009**Nationwide, the Nationwide N and Eagle, and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2016 Nationwide
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Issued: 06/07/2021

HAR 01034

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355 Maple Avenue
Harleysville, PA 19438-2297**Insured:** GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC**Policy Number:** MPA00000025695Z
Policy Period: 06/15/2021 to 06/15/2022
RENEWAL CERTIFICATE**LOCATION SCHEDULE**

Premises No.	Bldg. No.	Address
001	ALL	54 Cassandra Ln Swedesboro, NJ 08085-5034
002	ALL	592 Paulsboro Rd Swedesboro, NJ 08085-4400
003	ALL	368 Swedesboro Ave Mickleton, NJ 08056-1245
004	ALL	25 Eagle St Albany, NY 12207-1901
005	ALL	5530 Wisconsin Ave Chevy Chase, MD 20815-4404
006	ALL	2347 N 7th St Harrisburg, PA 17110-9800



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RENEWAL CERTIFICATE

NAMED INSURED SCHEDULE

GMAC Contracting Inc



Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
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Policy Period: 06/15/2021 to 06/15/2022
RENEWAL CERTIFICATE

FEES AND SURCHARGE SCHEDULE

New Jersey Property-Liability Insurance Guaranty Association Surcharge	\$ 564.00
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Harleysville Preferred Insurance Company
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Insured: GMAC Construction LLC
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RENEWAL CERTIFICATE

FORM SCHEDULE

* INDICATES A NEW OR REPLACEMENT FORM. RETAIN THESE AND LISTED FORMS NOT REPLACED

Form	Edition	Description
		POLICY FORMS
PJ0004	0416	Policy Jacket- HPIC
* GU7005	0416	Location Schedule
* GU7008	0416	Named Insured Schedule
* GU7015	0416	Fees and Surcharge Schedule
IL0003	0702	Calculation of Premium
IL0003	0908	Calculation of Premium
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement (Broad)
IL0023	0702	Nuclear Energy Liability Exclusion Endorsement
IL0111	1103	New Jersey Changes
IL0141	0908	New Jersey Changes - Civil Union
IL0166	0702	Pennsylvania Changes - Actual Cash Value
IL0172	0702	Pennsylvania Changes
IL0183	0702	New York Changes - Fraud
IL0207	1217	Maryland Changes
IL0208	0907	New Jersey Changes - Cancellation and Nonrenewal
IL0246	0702	Pennsylvania Changes-Cancellation and NonRenewal
IL0268	0114	New York Changes - Cancellation and Nonrenewal
IL0910	0702	Pennsylvania Notice
IL0935	0702	Exclusion of Certain Computer-Related Losses
IL0952	0115	Cap On Losses From Cert. Acts of Terrorism
* IL0985	0115	Disclosure Pursuant to Terrorism Risk Insurance Act
* IL0995	0107	Cond Excl Terr (Relat Dispostn Fed Terr Ins Act)
IL7166	0806	Maryland Changes - Renewal Limits
* IL7185	0910	Notice of Canc and Nonren for Designated Person or Org
		PROPERTY FORMS
CP0010	0607	Building and Personal Property Form
CP0030	0607	Business Income (And Extra Expense) Coverage Form
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
CP1030	0607	Causes of Loss - Special Form
CP1032	0808	Water Exclusion Endorsement
CP7130	1115	Commercial Property Plus II Endorsement
CP7136	0917	Equipment Breakdown Coverage
CP9903	1219	Cannabis Exclusion



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RENEWAL CERTIFICATE

FORM SCHEDULE

* INDICATES A NEW OR REPLACEMENT FORM. RETAIN THESE AND LISTED FORMS NOT REPLACED

Form	Edition	Description
		LIABILITY FORMS
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording/Distr Matl or Info in Violation of Law Exc
CG0099	1185	Changes in General Liability Forms for Commercial Pkg
CG0104	1204	New York Changes - Premium Audit
CG0163	0711	New York Changes-Commercial General Liability Cov Form
CG0201	1217	Maryland Changes
* CG0435	1207	Employee Benefits Liability Coverage
* CG2028	0704	Addl Ins - Lessor of Leased Equipment
CG2106	0514	Exclusion-Access Or Disclosure Of Info-With Limited BI
CG2147	1207	Employment-Related Practices Exclusion
* CG2151	0989	Amend of Liquor Liab Exclusion-Except for Sched Activ
* CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap on Losses from Certified Acts of Terrorism
CG2187	0115	Conditional Exclusion of Terrorism
CG2279	0798	Exclusion-Contractors-Professional Liability
* CG2417	1001	Contractual Liability - Railroads
* CG2426	0704	Amendment of Insured Contract Definition
* CG2502	0798	Amendment of Limits of Insurance
CG2620	1093	New Jersey Changes - Loss Information
CG2621	1091	NY Changes-Transfer of Duties When Limit is Used Up
CG2653	0699	NJ Chgs-Cov and Excl Liab for Haz of Lead w/Mult Prem
CG2673	1204	Maryland Changes - Premium Audit Condition
CG7105	1210	Non-Pyramiding of Limits
CG7108	1210	Exclusion - Asbestos, Silica, or Talc
CG7149	0901	Lead Liability Exclusion
CG7195	1210	Exclusion - Computer-Related/Other Electronic Problems
CG7209	0901	Lead Liability Exclusion - New York
CG7241	1009	Exclusion - Snow and Ice Removal
CG7254	1210	Addl Ins-Owners, Lessees or Contractors-Auto Status
CG7263	1210	AI-Owner, Lessee, Contr-Compl Ops-Auto Req Constr Agree
CG7304	1210	Exclusion - Silica - New York
CG7305	1210	Exclusion - Asbestos - New York
CG7350	0710	Exclusion -Contractors Professional Liability
CG7356	1210	General Liability Enhancement Plus Endt-Contractors
CG7383	1111	Excl-Blanket Ops Covered By A Cons Wrap-Up Ins Prog



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FORM SCHEDULE

* INDICATES A NEW OR REPLACEMENT FORM. RETAIN THESE AND LISTED FORMS NOT REPLACED

Form	Edition	Description
CG7430	0117	Def of Occurrence Amendatory Endt Constr Defects
* CG8000	1015	Data Compromise Coverage
CG8010	1015	Identity Recovery Coverage
* CG8013	1015	Cyber One Coverage
IL7115	0600	Excl-Exterior Insulation and Finish Systems (EIFS)
* MANU1	0704	Manuscript Endorsement



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RENEWAL CERTIFICATE

POLICYHOLDER NOTICE SCHEDULE

The following material contains important information about your policy. Please read it carefully.

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED. * INDICATES A NEW OR REPLACEMENT FORM.

Form	Edition	Description
		POLICY FORMS
* IN8028	0220	Policyholder Notice Cannabis Exclusion
ST7115	0416	Premium Audit Notice
ST7419	0417	New Jersey Earthquake Insurance Availability Notice
ST7520	0704	Amendment Of Insured Contract Definition
ST7555	0416	Important Notice to Policyholders
ST7629	0913	Notice of Underwriting Period-Notice to Policyholders
ST7653	0416	Contractor and Property Owners Best Practices
* ST7687	0121	Notice to Policyholders
ST7851	1114	Notice to Policyholders - Be Prepared For Data Breach

**Nationwide**
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355 Maple Avenue
Harleysville, PA 19438-2297**Insured:** GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC**Policy Number:** MPA00000025695Z
Policy Period: 06/15/2021 to 06/15/2022
RENEWAL CERTIFICATE**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**☒ See Supplemental Schedule**LIMITS OF INSURANCE:**

\$	1,000,000	Each Occurrence Limit
\$	See CG2502	Damage to Premises Rented to You Limit
\$	5,000	Medical Expense Limit (Any One Person)
\$	1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$	3,000,000	General Aggregate Limit (Other than Products-Completed Operations)
\$	3,000,000	Products/Completed Operations Aggregate Limit

FORM OF BUSINESS: LIMITED LIABILITY COMPANY

Business Description: Concrete Contractor

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE GU-7005

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp.Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE CG-7275						
TOTAL PREMIUM FOR THIS COVERAGE PART:					102,516.00	15,851.00

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 AND GU-7009

06/07/2021

Countersignature Date

KEH INSURANCE AGENCY INC

Authorized Representative

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Policy Period: 06/15/2021 to 06/15/2022
RENEWAL CERTIFICATE

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
PREM NO. 001 CONCRETE CONSTRUCTION	91560	2,200,000 PAYROLL	29.193	5.982	64,225	13,160
PREM NO. 001 CONTR-SUB-REPAIR BLDG-NOC	91585	1,000,000 TOTAL COST	1.654	1.286	1,654	1,286
PREM NO. 001 CONTR-EXECUTIVE SUPERVISOR Prod/Comp Op subj to Gen Agg Limit	91580	130,000 PAYROLL	38.600		5,018	INCL
PREM NO. 001 CONTR PERMANENT YARD Prod/Comp Op subj to Gen Agg Limit	91590	230,000 PAYROLL	14.985		3,447	INCL
PREM NO. 003 WAREHOUSE-PRIVATE-NFP Prod/Comp Op subj to Gen Agg Limit	68707	500 AREA	76.835		38	INCL
PREM NO. 004 CONCRETE CONSTRUCTION	91560	400,000 PAYROLL	59.438	3.513	23,775	1,405
PREM NO. 004 CONTR-EXECUTIVE SUPERVISOR Prod/Comp Op subj to Gen Agg Limit	91580	IF ANY PAYROLL	78.408			INCL

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355 Maple Avenue
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Policy Period: 06/15/2021 to 06/15/2022
RENEWAL CERTIFICATE

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
PREM NO. 005 CONCRETE CONSTRUCTION	91560	IF ANY PAYROLL	15.241	8.099		
PREM NO. 006 CONCRETE CONSTRUCTION	91560	IF ANY PAYROLL	21.331	5.043		
CYBERONE		IF ANY			385	
DATA COMPROMISE/IDENTITY RECOVERY		IF ANY			124	
DAMAGE TO PREMISES RENTED TO YOU		IF ANY			250	
CG7254-ADDL INS-OWN/LESS/CON/AUTO CONSTR		IF ANY			250	
CG7263-OWN/LESS/CON/COMP OPS/AUTO CONSTR	91560	6,573,683			600	

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Policy Number: MPA00000025695Z
Policy Period: 06/15/2021 to 06/15/2022
RENEWAL CERTIFICATE

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
GL ENHANCEMENT PLUS ENDT CONTRACTORS		IF ANY			1,500	
MANUSCRIPT ENDORSEMENT		IF ANY				
EMPLOYEE BENEFITS LIABILITY		270			350	
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUSCRIPT ENDORSEMENT		IF ANY				

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Harleysville, PA 19438-2297

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Policy Number: MPA00000025695Z
Policy Period: 06/15/2021 to 06/15/2022
RENEWAL CERTIFICATE

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUAL PREMIUM - FULLY EARNED	49950	1			50	

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Harleysville Preferred Insurance Company
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Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2021 to 06/15/2022
RENEWAL CERTIFICATE

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUSCRIPT ENDORSEMENT		IF ANY				
MANUAL PREMIUM - FULLY EARNED	98601	1			300	
MANUAL PREMIUM - FULLY EARNED	49950	1			50	
MANUAL PREMIUM - FULLY EARNED	49950	1			50	

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Issued: 06/07/2021

HAR 01047



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Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2021 to 06/15/2022
RENEWAL CERTIFICATE

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
PREM NO. 001 CG2028-ADDL INS-LESSOR OF LEASED EQUIP		IF ANY			100	
PREM NO. 001 MANUAL PREMIUM - FULLY EARNED	49950	1			50	
PREM NO. 001 MANUAL PREMIUM - FULLY EARNED	49950	1			50	



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COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

☒ See Supplemental Schedule

Agent # 294727

BUSINESS DESCRIPTION: Concrete Contractor

DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy
SEE SCHEDULE CP-7162		

SEE SCHEDULE CP-7162

COVERAGES PROVIDED:

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinurance(2)	Deductible
SEE SCHEDULE CP-7162						

SEE SCHEDULE CP-7162

OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Expiration Date	Replacement Cost Incl. Stock	Inflation Guard
SEE SCHEDULE CP-7162						

SEE SCHEDULE CP-7162

OPTIONAL COVERAGES:

APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
SEE SCHEDULE CP-7162						

SEE SCHEDULE CP-7162

DEDUCTIBLE:

SEE SCHEDULE CP-7162

MORTGAGE HOLDERS:

SEE SCHEDULE GU-7007 IF APPLICABLE

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 and GU-7009

TOTAL PREMIUM FOR THIS COVERAGE PART \$ 912.00

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

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CP-7161 (Ed. 4-16)

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Issued: 06/07/2021

HAR 01049



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Harleysville Preferred Insurance Company
355 Maple Avenue
Harleysville, PA 19438-2297

Insured: GMAC Construction LLC
Agent: KEH INSURANCE AGENCY INC

Policy Number: MPA00000025695Z
Policy Period: 06/15/2021 to 06/15/2022
RENEWAL CERTIFICATE

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy
001	001	54 Cassandra Ln Swedesboro, NJ 08085-5034 OFFICE PC 04 FRAME
002	001	592 Paulsboro Rd Swedesboro, NJ 08085-4400 OFFICE PC 04 FRAME

COVERAGES PROVIDED:

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinsurance(2)	Deductible
001	001	BUSINESS PERS PROPERTY	51,900	SPECIAL	80%	500
001	001	BUSINESS INCOME-BASIC w/EE (b)	50,000	SPECIAL	80%	72-Hour
002	001	BUSINESS PERS PROPERTY	3,400	SPECIAL	80%	500
002	001	BUSINESS INCOME-BASIC w/EE (b)	5,000	SPECIAL	80%	72-Hour

OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Agreed Value Expiration Date	Replacement Cost Incl. Stock	Inflation Guard
001	001	BUSINESS PERS PROPERTY			(X)	
002	001	BUSINESS PERS PROPERTY			(X)	

OPTIONAL COVERAGES:

APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
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Deductible Exceptions:

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

(b) Other than Rental Value

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Issued: 06/07/2021

HAR 01050

COMMERCIAL GENERAL LIABILITY
CG 00 01 12 07

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.